

**BEFORE SUBMITTING YOUR BID**

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
  - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
  - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

**AND FOR FEDERAL AID PROJECTS**

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

**If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.**

**For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.**

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

**Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.**

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at [rebecca.pooler@maine.gov](mailto:rebecca.pooler@maine.gov).

# NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

*This should not be much of a change for those of you who use Federal Express or similar services.*

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
Bid Guaranty-Bid Bond Form

**KNOW ALL MEN BY THESE PRESENTS THAT**\_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

Corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual place of

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of \_\_\_\_\_ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

# REQUEST FOR INFORMATION

Response By:\_\_\_\_\_ Date: \_\_\_\_\_

# INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

## The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at [http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

# CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section  
16 State House Station,  
Augusta, Me 04333-0016  
or  
Fax: 207-624-3431

Contractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ FEDERAL PROJECT # \_\_\_\_\_ LOCATION: \_\_\_\_\_

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = \_\_\_\_\_ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

\_\_\_\_\_  
\_\_\_\_\_.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.  
No DBE firms bid.

\*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.  
Directory of certified DBEs is available on MDOT's website: [www.state.me.us/mdot](http://www.state.me.us/mdot)

Equal Opportunity Use:

Plan received \_\_\_\_/\_\_\_\_/\_\_\_\_ Verified by: \_\_\_\_\_ Action: \_\_\_\_\_

State of Maine  
**VENDOR FORM**  
For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

\* = MUST BE COMPLETED TO PROCESS

ONLY ONE NAME/VENDOR PER FORM

New Vendor <input type="text"/>	Address Change <input type="text"/>	Multi Address <input type="text"/>	Name Change <input type="text"/>	Contact Update <input type="text"/>	ID # Change <input type="text"/>
------------------------------------	----------------------------------------	---------------------------------------	-------------------------------------	----------------------------------------	-------------------------------------

Social Security Number\*  
Individual or Sole Proprietor

**OR**

Federal Taxpayer ID Number\*  
Corporation

**S**

Business name in "DBA" field below.

**Please fill in ONE.**

**E**

Business name in "Name" field below.

**This form will affect all transactions with ALL state agencies.**

**NEW:\***

Remit to Address: Individual or Business Name.

Name\*

DBA or C/O

Address\*

Tel #\*

**OLD:**

Old number:

Name

DBA or C/O

Address

Tel #

	Is this the same name on your Social Security card?
	If not, have you told Social Security about your name change?

Acct #	<input style="width: 800px;" type="text"/>
Provider #	<input style="width: 800px;" type="text"/>

Signature\*

Contact Name

Print Name or Title

Accounts Receivable Contact Name

Date\* (within 3 months)

Phone # if Different or for Contact Info

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer:	<input type="text"/>
Jobber:	<input type="text"/>
Individual:	<input type="text"/>
Minority:	<input type="text"/>

Manufacturer:	<input type="text"/>
Retailer:	<input type="text"/>
Partnership:	<input type="text"/>
Small Business:	<input type="text"/>

Factory Rep:	<input type="text"/>
Commodity:	<input type="text"/>
Incorporated:	<input type="text"/>
In-State:	<input type="text"/>

Information on State Agency Submitting Vendor Form

State Agency* & SHS #	Contact Person Name & Title*	Telephone #*
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**Send to:** Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

May-04

# INSTRUCTIONS FOR COMPLETING VENDOR FORM

1. **Print Clearly**
2. **All sections marked with an \* must be completed for processing**
3. **Send completed form to requesting State agency OR remit to address at bottom of form.**
4. **Do NOT send by Fax. Only originals will be accepted.**

<b><u>FIELDS</u></b>	<b><u>INFORMATION NEEDED FOR FIELD</u></b>
<i>Instructi ons</i>	<i>Instructions to Vendor from Agency requesting information.</i>
<i>Return to</i>	<i>The location of agency where the form is to be mailed back to. If none use address at bottom of form.</i>
Boxes above	Please check mark all that apply to the vendor. If other, please specify. If it's a new vendor only one will apply: "New Vendor"
Social Security	Individuals, individuals "doing business as", and individuals without a Federal Taxpayer ID #. Use if not using EIN
Federal Taxpayer	Businesses or professionals providing services. (ID # needs to be use for REMITTANCE purposes.) Use if not using SSN
New	Current Information
Old	Old information (If another ID# had been used please put it next to "OLD")
Name	Individual's Name or Business Name. ONLY ONE name per a form.
DBA or C	"Doing business as" or "In Care Of"
Address	REMITTANCE ADDRESS - Street Address OR PO Box (one or the other)
Tel #	Phone Number of individual or business
Signature	Individual or authorized representative of individual or authorized representative of the business
Date	Current Date (no more than 3 months old)
Contact N	Contact person at business

Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicator s	Indicate all that apply for the vendor, as needed
Agency In	For Agency personnel submitting the form. Contact info incase of questions.



## Office of Human Resources

### Equal Opportunity

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## MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

[http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

*It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.*

## STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Intersection Improvements in the city of Biddeford" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on December 22, 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Highway Construction projects. All other Bids may be rejected. MDOT provides the option of electronic bidding. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. STP-7492(30)X, PIN. 7492.30

Location: In York County, project is located at Five Points intersection, Route 1 with Route 111.

Outline of Work: Grading, drainage, base, hot mix asphalt, traffic signals, curb, planting trees and shrubs, intersection signage, sewer and storm water utilities, and other incidental work.

The basis of award will be Section 0001.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to Project Manager Holly Anderson at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Region 1 Office in Scarborough. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$81.00 (\$87.00 by mail). Half size plans \$41.00 (\$45.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

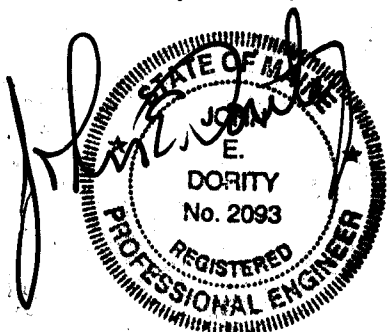
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$60,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine  
December 1, 2004



JOHN E. DORITY  
CHIEF ENGINEER

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 007492.30

PROJECTS

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STP-7492 (30) X

COUNTY : YORK

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
SECTION 0001 HIGHWAY ITEMS				
0010	201.23 REMOVING SINGLE TREE TOP ONLY	2.000 EA		
0020	201.24 REMOVING STUMP	2.000 EA		
0030	202.08 REMOVING BUILDING NO.: 1	LUMP	LUMP	
0040	202.11 REMOVING PORTLAND CEMENT CONCRETE PAVEMENT	3420.000 M2		
0050	202.15 REMOVING MANHOLE OR CATCH BASIN	15.000 EA		
0060	202.203 PAVEMENT BUTT JOINTS	2250.000 M2		
0070	203.20 COMMON EXCAVATION	6441.000 M3		
0080	203.2312 HEALTH AND SAFETY PLAN	LUMP	LUMP	
0090	203.2333 DISPOSAL OF SPECIAL EXCAVATION	50.000 MG		
0100	304.09 AGGREGATE BASE COURSE - CRUSHED	1500.000 M3		

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
0110	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	4450.000 M3		
0120	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	250.000 MG		
0130	403.2071 19 MM POLYMER MODIFIED HMA	1525.000 MG		
0140	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	175.000 MG		
0150	403.2081 12.5 MM POLYMER MODIFIED HMA	605.000 MG		
0160	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTAL )	770.000 MG		
0170	403.211 HOT MIX ASPHALT (SHIM)	150.000 MG		
0180	403.2131 12.5 MM POLYMER MODIFIED HMA	1200.000 MG		
0190	404.40 STONE MATRIX ASPHALT PAVEMENT, 12.5MM, SURFACE	810.000 MG		
0200	409.15 BITUMINOUS TACK COAT APPLIED	130.000 L		
0210	603.159 300 MM CULVERT PIPE OPTION III	19.500 M		

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	603.169 375 MM CULVERT PIPE OPTION III	365.400 M				
0230	603.179 450 MM CULVERT PIPE OPTION III	29.000 M				
0240	603.199 600 MM CULVERT PIPE OPTION III	17.500 M				
0250	604.072 CATCH BASIN TYPE A1-C	23.000 EA				
0260	604.092 CATCH BASIN TYPE B1-C	12.200 EA				
0270	604.15 MANHOLE	2.200 EA				
0280	604.153 1500 MM MANHOLE	4.000 EA				
0290	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	5.000 EA				
0300	604.182 CLEAN EXISTING CATCH BASIN AND MANHOLE	5.000 EA				
0310	604.2401 BEHIND CURB CATCH BASIN WITH INLET GUTTER PLATE	1.200 EA				
0320	604.248 CATCH BASIN TYPE F6	1.200 EA				

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	605.12 375 MM UNDERDRAIN TYPE C	250.000 M				
0340	605.13 450 MM UNDERDRAIN TYPE C	68.000 M				
0350	606.369 GUARDRAIL REMOVED AND STACKED	25.000 M				
0360	607.45 STOCKADE FENCE -1. 8 M	20.000 M				
0370	608.07 PLAIN CONCRETE SIDEWALK	50.000 M2				
0380	608.253 MASONRY PAVER WITH TRUNCATED DOME	23.000 M2				
0390	609.11 VERTICAL CURB TYPE 1	670.000 M				
0400	609.111 SPECIAL GRANITE CURB - 600 MM	31.000 M				
0410	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	90.000 M				
0420	609.234 TERMINAL CURB TYPE 1 - 1.2 METER	14.000 EA				
0430	609.237 TERMINAL CURB TYPE 1 - 2.1 METER	42.000 EA				

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0440	609.31 CURB TYPE 3	310.000		
		M		
0450	609.34 CURB TYPE 5	495.000		
		M		
0460	609.35 CURB TYPE 5 - CIRCULAR	53.000		
		M		
0470	609.38 RESET CURB TYPE 1	49.000		
		M		
0480	612.06 BITUMINOUS SEALING - BLACK	1225.000		
		M2		
0490	615.07 LOAM	170.000		
		M3		
0500	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	15.000		
		UN		
0510	618.15 TEMPORARY SEEDING	6.000		
		KG		
0520	619.1201 MULCH - PLAN QUANTITY	20.500		
		UN		
0530	621.101 PLUG/ STARTER PLANT 5.5 cm peat pots	450.000		
		EA		
0540	621.202 MEDIUM DECIDUOUS TREE (50 MM - 65 MM CALIPER) GROUP B	9.000		
		EA		

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
0550	621.273 LARGE DECIDUOUS TREE (50 MM - 65 MM CALIPER) GROUP A	1.000 EA		
0560	621.409 DWARF EVERGREENS (750 MM - 900 MM) GROUP C	15.000 EA		
0570	621.531 DECIDUOUS SHRUBS (300 MM - 450 MM CALIBER) GROUP A	90.000 EA		
0580	621.54 DECIDUOUS SHRUBS (450 MM - 600 MM) GROUP A	63.000 EA		
0590	621.546 DECIDUOUS SHRUBS (600 MM - 900 MM) GROUP A	7.000 EA		
0600	621.71 HERBACEOUS PERENNIALS GROUP A	60.000 EA		
0610	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP	
0620	626.21 METALLIC CONDUIT	14.000 M		
0630	626.22 NON-METALLIC CONDUIT	235.000 M		
0640	626.32 600 MM FOUNDATION	1.000 EA		
0650	626.33 750 MM FOUNDATION	6.000 EA		

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0660	626.331 900 MM FOUNDATION	1.000 EA		
0670	626.35 CONTROLLER CABINET FOUNDATION	1.000 EA		
0680	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY )	3625.000 M		
0690	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	145.000 M2		
0700	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP	
0710	627.77 REMOVING PAVEMENT MARKINGS	710.000 M2		
0720	629.05 HAND LABOR, STRAIGHT TIME	60.000 HR		
0730	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	10.000 HR		
0740	631.11 AIR TOOL (INCLUDING OPERATOR)	10.000 HR		
0750	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR		
0760	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	10.000 HR		

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0770	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	10.000 HR		
0780	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	10.000 HR		
0790	631.22 FRONT END LOADER (INCLUDING OPERATOR)	18.000 HR		
0800	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR		
0810	634.208 REMOVE AND RESET LIGHT STANDARDS	5.000 EA		
0820	637.071 DUST CONTROL	LUMP	LUMP	
0830	639.18 FIELD OFFICE TYPE A	1.000 EA		
0840	642.12 WOODEN STEPS	1.000 EA		
0850	643.72 TEMPORARY TRAFFIC SIGNAL us.rte.1 w/ rte. 111 / west st. / access	LUMP	LUMP	
0860	643.80 TRAFFIC SIGNALS AT us. rte.1 w/ rte.111 / west st. / access	LUMP	LUMP	
0870	643.91 MAST ARM POLE	8.000 EA		

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0880	643.92 PEDESTAL POLE	1.000				
	EA					
0890	645.103 DEMOUNT GUIDE SIGN	10.000				
	EA					
0900	645.106 DEMOUNT REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	20.000				
	EA					
0910	645.108 DEMOUNT POLE	30.000				
	EA					
0920	645.113 REINSTALL GUIDE SIGN	7.000				
	EA					
0930	645.116 REINSTALL REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	13.000				
	EA					
0940	645.118 REINSTALL POLE	20.000				
	EA					
0950	645.121 OVERHEAD LANE USE SIGN ASSEMBLY	3.000				
	EA					
0960	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	1.000				
	M2					
0970	652.31 TYPE I BARRICADE	30.000				
	EA					

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
0980	652.311 TYPE II BARRICADE	15.000 EA		
0990	652.33 DRUM	100.000 EA		
1000	652.34 CONE	100.000 EA		
1010	652.35 CONSTRUCTION SIGNS	100.000 M2		
1020	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP	
1030	652.38 FLAGGER	3025.000 HR		
1040	652.381 UNIFORM TRAFFIC OFFICERS	900.000 HR		
1050	652.41 PORTABLE - CHANGEABLE MESSAGE SIGN	4.000 EA		
1060	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP	
1070	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	320.000 M2		
1080	659.10 MOBILIZATION	LUMP	LUMP	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
1090	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR		
1100	841.48 BOLLARDS AT MCDONALDS GAS TANKS	4.000 EA		
-----				
	SECTION 0001 TOTAL			.

## SECTION 0002 SEWER ITEMS - CONTRACT "A"

1110	304.10 AGGREGATE SUBBASE COURSE - GRAVEL #19	15.000 M3		
1120	603.14 250 MM CULVERT PIPE OPTION 1 #11B	10.000 M		
1130	603.15 300 MM CULVERT PIPE OPTION I #11A	30.000 M		
1140	603.16 375 MM CULVERT PIPE OPTION I #10	71.500 M		
1150	604.072 CATCH BASIN TYPE A1-C #13	6.000 EA		
1160	604.15 MANHOLE #12	1.000 EA		
1170	615.07 LOAM #16	9.500 M3		

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
1180	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY #17	1.000 UN		
1190	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES #20	LUMP	LUMP	
1200	801.17 200 MM PVC SANITARY SEWER (SDR-35) #7	32.500 M		
1210	801.175 250 MM PVC SANITARY SEWER #6	9.000 M		
1220	801.18 300 MM PVC SANITARY SEWER (SDR-35) #5	68.500 M		
1230	801.19 375 MM PVC SANITARY SEWER (SDR-35) #4	287.000 M		
1240	801.194 450 MM PVC SANITARY SEWER (SDR-35) #3	514.500 M		
1250	803.01 TEST PITS #1	5.000 EA		
1260	803.135 150MM SERVICE LATERAL #8	236.500 M		
1270	803.173 SEWER MANHOLE - 1.2M DIAMETER #9A	16.000 EA		
1280	803.1732 SEWER MANHOLE - 1.8 M DIAMETER #9B	1.000 EA		

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
1290	825.30 ROCK EXCAVATION FOR SANITARY SEWER #18	15.000 M3		
1300	825.342 SEWER CONNECTION #15	8.000 M		
1310	825.46 CORE & BOOT #21	2.000 EA		
1320	827.302 UNSUITABLE MATERIAL EXCAVATION BELOW TRENCH GRADE - GRAVEL BEDDING MATERIAL #14	20.000 M3		
1330	890.01 SPECIAL WORK #1 #2 - SITE PREPARATION	LUMP	LUMP	
SECTION 0002 TOTAL				

## SECTION 0003 STORMDRAIN ITEMS - CONTRACT 'B'

1340	304.08 AGGREGATE BASE COURSE - SCREENED #13	19.000 M3		
1350	304.10 AGGREGATE SUBBASE COURSE - GRAVEL - ADDITIONAL GRAVEL #12	88.000 M3		
1360	304.10 AGGREGATE SUBBASE COURSE - GRAVEL - BANK RUN GRAVEL #19	15.000 M3		

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1370	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE #14	54.500 MG				
1380	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE #15	36.000 MG				
1390	603.21 900 MM CULVERT PIPE OPTION I #3	125.000 M				
1400	604.076 1500 MM CATCH BASIN TYPE A1-C #5	1.000 EA				
1410	604.154 1800 MM MANHOLE #4	2.000 EA				
1420	609.31 CURB TYPE 3 #16	44.000 M				
1430	615.07 LOAM #9	19.000 M3				
1440	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY #10	2.000 UN				
1450	637.071 DUST CONTROL #8	LUMP	LUMP			
1460	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES #7	LUMP	LUMP			
1470	803.01 TEST PITS #1	2.000 EA				

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007492.30

PROJECT(S): STP-7492(30)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
1480	803.135 150MM SERVICE LATERAL #6	18.500 M		
1490	825.30 ROCK EXCAVATION FOR SANITARY SEWER #18	15.000 M3		
1500	825.343 WATER SERVICE RELOCATION #17	27.500 M		
1510	827.302 UNSUITABLE MATERIAL EXCAVATION BELOW TRENCH GRADE - GRAVEL BEDDING MATERIAL #11	15.000 M3		
1520	890.01 SPECIAL WORK #1 - SITE PREPARATION #2	LUMP	LUMP	
	SECTION 0003 TOTAL			
	TOTAL BID			

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **7492.30** for **Intersection Improvements** in the city of **Biddeford**, County of **York**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 17, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

**Section 0001 \$** \_\_\_\_\_

**Section 0002 \$** \_\_\_\_\_

**Section 0003 \$** \_\_\_\_\_

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN. 7492.30 - Intersection Improvements - in the city of Biddeford,**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

Section 0001 ☐

Section 0002 ☐

Section 0003 ☐

**Contract Amount:** \_\_\_\_\_

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **7492.30** for **Intersection Improvements** in the city of **Biddeford**, County of **York**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 17, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

**Section 0001 \$** \_\_\_\_\_

**Section 0002 \$** \_\_\_\_\_

**Section 0003 \$** \_\_\_\_\_

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN. 7492.30 - Intersection Improvements - in the city of Biddeford,**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

Section 0001 ☐

Section 0002 ☐

Section 0003 ☐

**Contract Amount:** \_\_\_\_\_

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

**(Name of the firm bidding the job)**

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Witness Sign Here)  
Witness

CONTRACTOR  
(Sign Here)  
\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Print Name Here)  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
(Witness)

BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**,  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20....

WITNESSES:

Signature.....  
Print Name Legibly .....

Signature .....

Print Name Legibly .....

SURETY ADDRESS:

.....  
.....  
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....  
Print Name Legibly .....

SURETY:

.....  
Print Name Legibly .....

NAME OF LOCAL AGENCY:

ADDRESS .....

.....  
.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business in \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly .....

SURETY:

Signature.....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS .....

.....

TELEPHONE .....

General Decision Number: ME030009 07/30/2004 ME9

Superseded General Decision Number: ME020009

State: Maine

Construction Types: Highway

Counties: Aroostook, Franklin, Hancock, Kennebec, Knox, Lincoln, Oxford, Piscataquis, Sagadahoc, Somerset, Waldo and York Counties in Maine.

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003
1	07/30/2004

\* ENGI0004-015 04/01/2004

	Rates	Fringes
Power equipment operators:		
Pavers.....	\$ 16.51	6.70
Rollers.....	\$ 16.51	6.70

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SUME2000-008 10/24/2000

	Rates	Fringes
Carpenter.....	\$ 11.60	1.51
Ironworkers:		
Structural.....	\$ 12.03	1.58
Laborers:		
Drillers.....	\$ 10.00	2.50
Flaggers.....	\$ 6.00	
Guardrail Installers.....	\$ 7.92	
Landscape.....	\$ 7.87	.16
Line Stripper.....	\$ 8.69	.23
Pipelayers.....	\$ 9.21	2.31
Rakers.....	\$ 9.00	1.51
Sign Erectors.....	\$ 10.00	
Unskilled.....	\$ 8.66	1.38
Wheelman.....	\$ 8.50	.43
Power equipment operators:		
Backhoes.....	\$ 11.87	2.05
Bulldozers.....	\$ 12.33	2.88
Cranes.....	\$ 14.06	1.75
Excavators.....	\$ 12.38	2.48
Graders.....	\$ 13.06	3.73
Loaders.....	\$ 11.41	2.87
Mechanics.....	\$ 13.18	2.57
Truck drivers:		
Dump.....	\$ 9.35	3.10
Tri axle.....	\$ 8.70	1.18

Two axle.....\$ 8.56 2.19

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

SPECIAL PROVISION  
CONSTRUCTION AREA

A Construction Area located in the **City of Biddeford** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

- (a) The section of highway under construction beginning at Sta. 1+040.000 and ending at Sta. 1+347.000 of the construction centerline plus approaches.
- (b) (Five Points) The section of highway under construction beginning at Sta. 1+040.000 and ending at Sta. 1+347.000 of the new construction centerline plus approaches.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

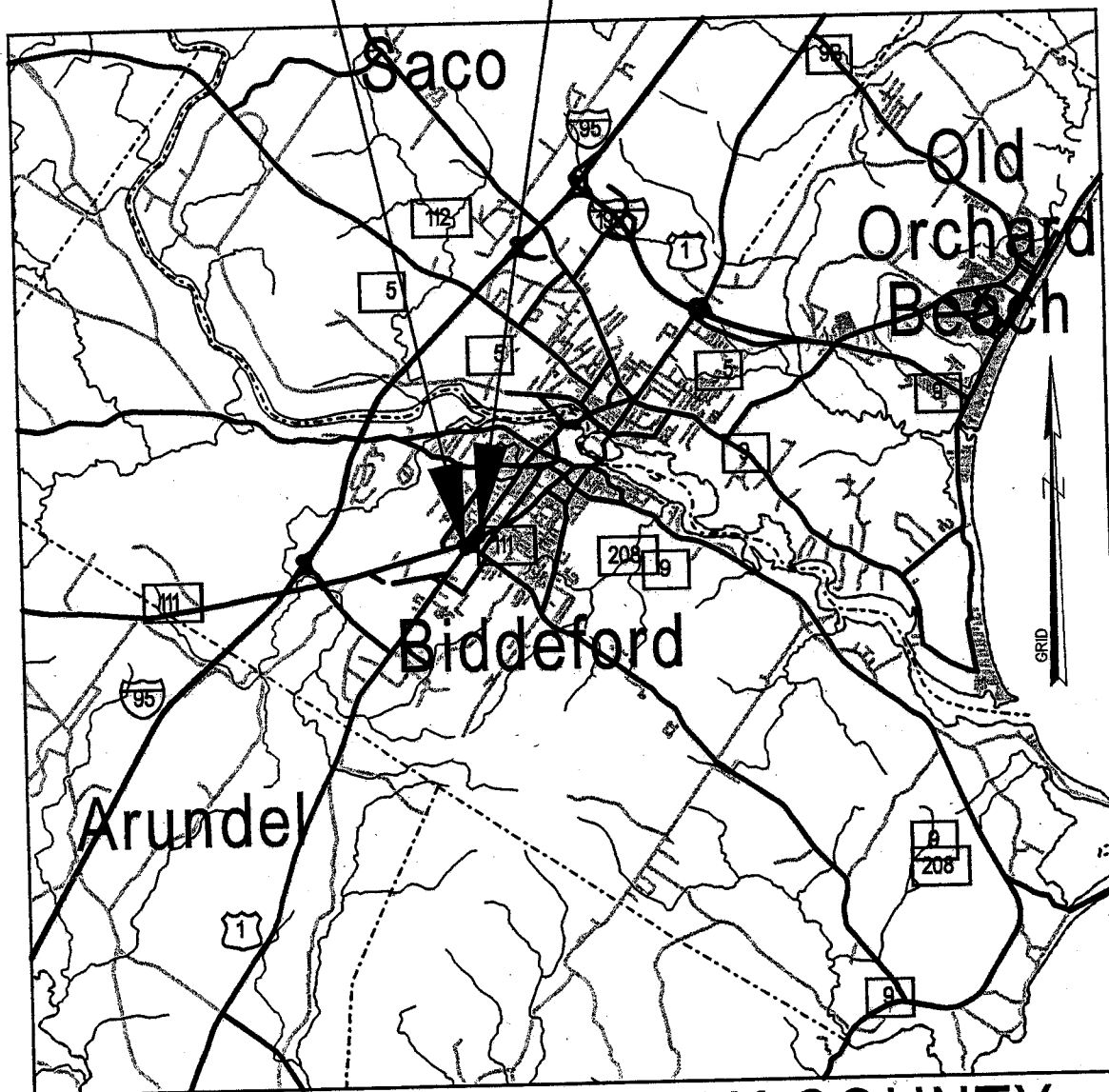
The Municipal Officers for the **City of Biddeford** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

BEGIN PROPOSED PROJECT  
STP - 7492(30)X  
STA 1+040.000 (US ROUTE 1)

END PROPOSED PROJECT  
STP - 7492(30)X  
STA 1+347.000 (US ROUTE 1)



A PORTION OF YORK COUNTY

LOCATION MAP

SPECIAL PROVISION  
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.
2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than \$3, nor more than \$15, based on weight, height, length and width.
3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.
4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.
7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:
  - A. Must be procured from the municipal officers for a construction area within that municipality;
  - B. May require the Contractor to be responsible for damage to ways used in the construction areas and may provide for:
    - (1) Withholding by the agency of the work of final payment under contract;  
or
    - (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment of damages.
  - C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
  - D. For construction areas, carries no fee and does not come within the scope of this section.
8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
  - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
  - C. The county commissioners, for county roads and bridges located in unorganized territory.
9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

### Historical and Statutory Notes

#### Derivation:

R.S. 1954, c. 22 § 98  
Laws 1955, c. 389  
Laws 1967, c. 3.  
Laws 1971, c. 593, § 22.  
Laws 1973, c. 213.  
Laws 1975, c. 130, §  
Laws 1975, c. 319, § 2

Laws 1977, c. 73, § 5.  
Laws 1981, c. 413.  
Laws 1985, c. 225, § 1  
Laws 1987, c. 52.  
Laws 1987, 781, § 3.  
Laws 1989, c. 866, § B-13.  
Laws 1991, c. 388, § 8.  
Laws 1993, c. 683, § A-1.  
Former 29 M.R.S.A. § 2382.

#### Cross Reference

Collection by Secretary of State, See 29-A  
M.R.S.A. § 154.

**SPECIAL PROVISION**  
**SECTION 102.3**  
**EXAMINATION OF DOCUMENTS, SITE AND OTHER INFORMATION**  
**(Geotechnical Information)**

Geotechnical Information pertaining to this project has been collected and assembled. Bidders and Contractors are obligated to examine and, if necessary, obtain geotechnical information. Geotechnical Information is available at the Maine Department of Transportation office on Child Street, Augusta, Maine. Geotechnical Information will be provided to interested parties who request this information. Requests for this information should be directed to the Project Manager as outlined in the "Notice to Contractors".

The Department shall not be responsible for Bidder's and Contractor's interpretations of, or estimates or conclusions drawn from, the Geotechnical Information. Data provided may not be representative of the subsurface conditions between the boring locations.

This section does not diminish the duties imposed upon parties in Section 102 or in any other sections.

SPECIAL PROVISIONS  
SECTION 104  
Utilities

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications *is* required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	X		
Time Warner Cable of Maine	X		
Verizon	X	X	
Biddeford & Saco Water Company		X	
City of Biddeford Sewer		X	

Temporary utility adjustments are not anticipated.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All adjustments are to be made by the respective utility/railroad unless otherwise specified herein.

All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.

Fire hydrants shall not be disturbed until all necessary work has been accomplished to provide proper fire protection.

All Utilities shall plan and conduct operations in such a manner that there shall be no work performed during the La Kermesse Festival that will impact operations at the Festival for the duration of the project. No lane reductions and limited truck activity on public roadways will be permitted during this time. Utility services shall be maintained at all times.

During the Festival, work stoppages shall be observed according to the following schedule:

Thursday	4:00pm to 12:00am
Friday	12:00pm to 12:00am
Saturday	7:00am to 12:00am
Sunday	7:00am to 12:00am

The La Kermesse Festival dates shall be provided by the City by the first of March.

If all utility work has been completed prior to the festival the section is not applicable.

### AERIAL

\*\* See Attached Pole List \*\*

**Central Maine Power Company** plans to install 35 new utility poles and anchors in the vicinity of the intersection, along US Route 1, Route 111 and West Street. Thirty (30) additional poles and will be installed along US Route 1, Route 111, Union Street and Graham Street to bypass the intersection. Once the pole setting is complete, Central Maine Power Company plans to run new conductors on the new poles.

Central Maine Power Company estimates 20 working days to set poles, 35 working days to run the new conductors and 10 working days to remove the old poles once they are abandoned.

**Verizon** plans to install a new aerial fiber optic line, raise manhole frames and covers and install a new air dryer in the vicinity of Route 111 West and US Route 1. Verizon estimates 15 working days to install the new aerial fiber optic line, 10 working days in raise the existing manhole frames and covers and 5 working days to install the air dryer.

**Time Warner Cable of Maine** plans to run new cable on the new poles and remove the old cables. Time Warner Cable estimates 10 working days to run the new cables on the new poles.

### SUBSURFACE

**Verizon** has no plans to relocate or upgrade their underground duct bank within the project limits.

**Biddeford & Saco Water Company** will relocate one existing hydrant within the project limits (Sta. 1+185, 22.3m Rt.); estimated time is 1 working day.

The Biddeford & Saco Water Company will adjust all gates and valves in conjunction with the Contractor; estimated time is 0.5 working days per gate and/or valve.

**The City of Biddeford** has entered into an agreement with the Department of Transportation to have the Department's Contractor install a new sanitary sewer main as part of the contract. The Contractor shall reference *Biddeford 5-Points Intersection Utility Improvement Plans* and the respective Specifications for more detailed information. The Contractor shall coordinate the sewer main installation with the City of Biddeford to ensure proper scheduling and to maintain service to their customers. This work will be discussed at the Pre-Construction Meeting.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.**

# Five Points Intersection, Biddeford

PIN 7492.30

Station	Meter to C.L.	L / R	Pole	Span ft	Trim	Pull ft	Guy Lead	Pole Size Guy Wire	Miscellaneous
Alfred Street									
2+943.4	6.0	L	63S						Remove as part of 7492.20
2+949.5	8.5	R	63						Remove as part of 7492.20
2+937.5	8.7	L							New as part of 7492.20
2+984.5	16.5	L	62					50'	Old location, remove
1+123.5	14.0	L						50'/2 1-5/16"	New location
2+962.0	8.7	L				P=3ph tap	aerial		
2+955.0	8.7	L	anc						
2+942.0	41.5	L	62S					35'/4	New pole location on priv property
2+960.0	46.0	L							
2+939.5	45	L	anc				L=15'	2-5/16"	Anc to hold #62 & 62S
2+960	50								
2+973.5	10.0	L	61					50'/2	New pole location
2+978.5	12.0	L	anc			P=3ph DE	L=22'	2-5/16"	Anc to hold #61, onto priv prop
2+983.5	20.7	L	60					45'/3 2-5/16"	New pole location
1+127.5	16.5	L				P=18'	2-aerial		
1+132.5	14.0	R	79					50'	Existing, OK, new anchors, pri 3ph riser, cmp own
1+133.0	17.0	R	anc			P= 18'	L=10'	1-5/16"	Anc to hold #60 onto priv property
1+143.0	14.7	R	anc			P=3ph DE	L=35'	1-7/16"	Anc to hold #79 along new curb line
4+029.0	21.3	R	59					45'	Old location, remove
4+030.5	26.0	R						40'/4	New location
4+027.0	27.0	R	anc			P=PDE	L=30'	7/16"	Anc to hold #58 & #59
4+056.0	6.0	R	58					40'	Old location, remove
4+072.5	9.5	R				P=3' rev	aerial	45'/3	New location
4+074.0	18.3	R	58.1					40'	Existing, OK

Station	Meter to C.L.	L / R	Pole	Span ft	Trim	Pull ft	Guy Lead	Pole Size Guy Wire	Miscellaneous
4+093.3	5.7	R	57					40'	Old location, remove
<b>4+092.0</b>	<b>8.5</b>	<b>R</b>						45'/3	New location
4+122.5	5.8	R	56					40'	Old location, remove
<b>4+123.0</b>	<b>6.7</b>	<b>R</b>				P=3' rev	aerial	45'/3	New location
4+127.0	6.8	L	56.1			P=3'	L=10'	?? 1-5/16"	Existing, OK
<b>4+127.7</b>	<b>9.0</b>	<b>L</b>	<b>anc</b>						
4+151.0	6.2	R	55					40'	Existing, OK
4+182.5	6.5	R	54					40'	Existing, OK
4+188.5	5.8	L	54.1					30'	Existing, OK
Elm Street									
1+008.3	8.3	L	83					45'	Existing, OK
1+041.8	7.4	L	82					40'	Old location, remove, sec 1ph riser, cust own
<b>1+040.8</b>	<del>7.4</del> <b>8.4</b>	<b>L</b>				P=15'	L=20'	45'/3 1-5/16"	New location, <i>adjust behind curb &amp; telephone ductbank</i>
<b>1+040.8</b>	<del>13.5</del> <b>14.5</b>	<b>L</b>	<b>anc</b>						anc to hold #82 on priv property; guy along property line
1+079.3	8.0	L	81					45'	Old location, remove
<b>1+090.5</b>	<del>8</del> <b>9</b>	<b>L</b>						45'/3	New location, for telephone, <i>adjust behind curb &amp; telephone ductbank</i>
1+098.0	10.2	R	80					50'	Old location, remove
3+010.0	5.2	R							
<b>1+098.5</b>	<b>10.5</b>	<b>R</b>						50'/2	New location, aerial guy to #60
<b>3+010.7</b>	<b>4.5</b>	<b>R</b>							
<b>3+012.0</b>	<b>6.2</b>	<b>R</b>	<b>anc</b>			P=18'	L=5' sw	1-5/16"	Anc to hold #60
<b>3+017.0</b>	<b>6.2</b>	<b>R</b>	<b>anc</b>			P=10'	L=20'	1-5/16"	Anc to hold #80
1+165.5	9.0	R	78					50'	Old location, remove
<b>1+151.0</b>	<b>11.5</b>	<b>L</b>				P=10' sec	aerial	50'/2 1-5/16"	New location, aerial guy to #78S

Station	Meter to C.L.	L / R	Pole	Span ft	Trim	Pull ft	Guy Lead	Pole Size Guy Wire	Miscellaneous
1+145.5	11.5	L	anc			P=1ph DE	L=20'	1-5/16"	
1+167.5	7.0	L	78S					--	Old location, remove
1+146.7	21.0	R						35'/4	New location
1+146.3	24.0	R	anc				L=10'	1-5/16"	anc on priv property to hold aerial guy from #78
1+195.7	8.0	R	77					50'	Old location, remove
<del>1+487.0</del>	<del>44.7</del>							50'/2	New location
1+216.8	11.2	L				P=15'	L=10'	1-5/16"	
<del>1+483.0</del>	<del>15.5</del>	L	anc						Anc to hold #77
1+217.5									
1+219.5	7.7	L	76.1					40'	Old location, remove
1+234.0	6.5	R	76					50'	Old location, remove
1+260.0	6.5	R	75					45'	Old location, remove
1+256.5	8.0	R				P=14'	L=10' sw	50'/2	New location
								1-5/16"	
1+256.0	11.5	R	anc						Ancon priv property to hold #75
1+288.0	6.0	R	74					40'	Old location, remove
1+287.0	8.0	R						50'/2	New location
1+279.0	8.0	R				P=3ph DE	L=25'	2-5/16"	Anc to hold #74
1+287.0	12.0	R				P=3'	L=10' sw	1-5/16"	Anc on priv property to hold #74
1+320.5	6.0	R	73					45'	Old location, remove
1+321.0	7.0	R						45'/3	New location, sec 3ph riser, cust own
1+354.0	6.0	R	72					45'	Existing, OK
1+354.0	8.0	R	anc			P=3' rev	L=7' sw	1-5/16"	Anc to hold secondaries
1+353.0	6.5	L	72S					40'/4	New location
1+353.0	8.0	L	anc				L=7' sw	1-5/16"	Anc to hold #72 & secondaries
1+383.2	6.0	R	71					40'	Existing, OK
West Street									
3+045.5	5.0	R	1						Existing, OK

Station	Meter to C.L.	L / R	Pole	Span ft	Trim	Pull ft	Guy Lead	Pole Size Guy Wire	Miscellaneous
3+083.5	5.5	R	2						Existing, OK

Bold indicates new installation

All major anchor points are indicated, there may be minor anchors not shown

Some pole locations may be relocated due to telephone needs

TSA 7/24/2003

5/4/2004 revisions, ~~old is struck through~~, *new in italics*. TSA

SPECIAL PROVISION  
SECTION 104  
LANDSCAPING

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department's Environmental Office's Landscape Unit

110.2.1 Bonds 2<sup>nd</sup> sentence add "The Department will require a Landscape Maintenance Bond (See Section 110.2.3) for all 621, Landscape, Pay Items,"

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

The bonds shall each be in the full amount for all Pay Items for work pursuant to Section 621 - Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department's self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by these bonds, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period, Sec 621.0036. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

621.0036 Establishment Period Change “time of Final Acceptance” to “end of the period of establishment” in paragraph 4 & 5.

In paragraph 7 1<sup>st</sup> & 2<sup>nd</sup> sentence change “Final Acceptance date” to “end of the period of establishment”, 3<sup>rd</sup> sentence change “date of Final Acceptance” to “end of the period of establishment”.

SPECIAL PROVISION  
SECTION 105  
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC  
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

”The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project’s land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI’s (and NOT’s) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations.”

**SPECIAL PROVISION**

**SECTION 107**

**TIME**

**(Seasonal Work Restrictions)**

The contractor shall plan and conduct operations in such a manner that there shall be no work performed within the ROW or that will impact the travel lanes within the project limits during the periods outlined below

Memorial Day :	7:00pm May 26, 2005-06 to 600am May 31, 2005-06
L.a Kermesse festival 4th July:	4:00 pm June 24, 2005 to 6:00 am July 6, 2005
Labor Day:	Noon Sept 2, 2005 to 6: 00 am Sept 6, 2005
Columbus Day:	Noon Oct 7, 2005 to 6:00 am Oct 11, 2005

No lane reductions and only limited truck activity on public roadways will be permitted during this time The Contractor shall maintain all utility operations.

SPECIAL PROVISION  
SECTION 107  
TIME  
(Limitation of Operations)  
and  
(Supplemental Liquidated Damages)

Where existing pavement carries traffic and is removed to install (or remove) drainage or utility structures, the pavement shall be replaced weekly with a temporary pavement consisting of a minimum of 75 mm [3 inches] of acceptable hot mix asphalt. No separate payment will be made for furnishing, placing, maintaining, and removing temporary pavement and all cost of such work will be considered incidental to the contract.

Where existing travelway pavement is excavated or covered by fill as a part of the general grading operations prior to November 15, 2005, a binder course of hot mix asphalt shall be installed and completed on or before November 15, 2005.

Supplemental liquidated damages shall be assessed the Contractor in the amount of Two Hundred Dollars (\$200.00) per day for each calendar day, beginning November 16, 2005 that above stated binder course remains incomplete. This assessment of supplemental liquidated damages shall be in addition to the liquidated damages per working day, as specified in Section 107 of the Standard Specifications.

Grading operations which excavate or fill over existing pavement being used to carry traffic shall be suspended on November 15, 2005 and not be resumed until the Spring of 2006.

Biddeford  
7492.30  
November 22, 2004

SPECIAL PROVISION  
SECTION 107  
TIME

The specified contract completion date is June 17, 2006.

**SPECIAL PROVISION**  
(Consolidated Special Provisions)

**SPECIAL PROVISION SECTION 101**  
**CONTRACT INTERPRETATION**

**101.2 Definitions - Closeout Documentation**

Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

**SPECIAL PROVISION SECTION 102**  
**DELIVERY OF BIDS**  
(Location and Time)

**102.7.1 Location and Time** Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

**SPECIAL PROVISION SECTION 103**  
**AWARD AND CONTRACTING**

**103.3.1 Notice and Information Gathering** Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

**SPECIAL PROVISION SECTION 104**  
**GENERAL RIGHTS AND RESPONSIBILITIES**

Delete the entire Section 104.5.9 and replace with the following:

**104.5.9 Landscape Subcontractors** The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.

## SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout

process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

## SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

## SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

107.7.2 Schedule of Liquidated Damages Replace the table of Liquidated Damages with the following:

From More Than	Up to and Including	Amount of Liquidated Damages per Calendar Day
\$0	\$100,000	\$100
\$100,000	\$300,000	\$200
\$300,000	\$500,000	\$400
\$500,000	\$1,000,000	\$575
\$1,000,000	\$2,000,000	\$750
\$2,000,000	\$4,000,000	\$900
\$4,000,000	and more	\$1,875

### SPECIAL PROVISION SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

### SPECIAL PROVISION SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment In the third sentence, delete the words "subsections (A) - (E)"

#### 109.5.1 Definitions - Types of Delays

B. Compensable Delay Replace (1) with the following; "a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration."

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3-

Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased...”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead.”

## SPECIAL PROVISION SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the “Treasurer - State of Maine,” and on the Department’s forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to

deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

### SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change "...certified as a Plant Technician or Paving Inspector..." to "...certified as a Quality Assurance Technologist..."

401.201 Method A Under a. Lot Size, add the following; 'Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.'

### SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: "Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box."

"402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot."

### SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.05 Composition and Proportioning; TABLE #1; NOTE #2; third sentence; Change "...alcohol based saline sealer..." to "alcohol based silane sealer..."

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: "For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80....."

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: "For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will....."

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: "Circumstances may arise, however, where the Department may ....."

502.10 Forms and False work

D. Removal of Forms and False work 1., First paragraph; first, second, and third sentence; replace “forms” with “forms and false work”

502.11 Placing Concrete

G. Concrete Wearing Surface and Structural Slabs on Precast Superstructures Last paragraph; third sentence; replace “The temperature of the concrete shall not exceed 24° C [75° F] at the time of placement.” with “The temperature of the concrete shall not exceed 24° C [75° F] at the time the concrete is placed in its final position.”

502.15 Curing Concrete First paragraph; replace the first sentence with the following; “All concrete surfaces shall be kept wet with clean, fresh water for a curing period of at least 7 days after concrete placing, with the exception of vertical surfaces as provided for in Section 501.10 (D) - Removal of Forms and False work.”

Second paragraph; delete the first two sentences.

Third paragraph; delete the entire paragraph which starts “When the ambient temperature...”

Fourth paragraph; delete “approved” to now read “...continuously wet for the entire curing period...”

Fifth paragraph; second sentence; change “...as soon as it is possible to do so without damaging the concrete surface.” to “...as soon as possible.”

Seventh paragraph; first sentence; change “...until the end of the curing period.” to “...until the end of the curing period, except as provided for in Section 502.10(D) - Removal of Forms and False work.”

**SPECIAL PROVISION SECTION 503**  
**REINFORCING STEEL**

503.06 Placing and Fastening Change the second paragraph, first sentence from: “All tack welding shall be done in accordance with Section 504, Structural Steel.” to “All tack welding shall be done in accordance with AWS D1.4 Structural Welding Code - Reinforcing Steel.”

**SPECIAL PROVISION SECTION 504**  
**STRUCTURAL STEEL**

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

**SPECIAL PROVISION SECTION 535**  
**PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE**

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

**SPECIAL PROVISION SECTION 603**  
**PIPE CULVERTS AND STORM DRAINS**

603.0311 Corrugated Polyethylene Pipe for Option III Replace the Minimum Mandrel Diameter Table with the following:

Nominal Size US Customary (in)	Minimum Mandrel Diameter (in)	Nominal Size Metric (mm)	Minimum Mandrel Diameter (mm)
12	11.23	300	280.73
15	14.04	375	350.91
18	16.84	450	421.09
24	22.46	600	561.45
30	28.07	750	701.81
36	33.69	900	842.18
42	39.30	1050	982.54
48	44.92	1200	1122.90

**SPECIAL PROVISION SECTION 604**  
**MANHOLES, INLETS, AND CATCH BASINS**

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

**SPECIAL PROVISION SECTION 605**  
**UNDERDRAINS**

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

**SPECIAL PROVISION SECTION 606**  
**GUARDRAIL**

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox...” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.”

Delete the entire paragraph which reads “Retroreflective beam guardrail delineators...” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

606.09 Basis of Payment First paragraph; delete the second and third sentence in their entirety and replace with “Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 ft] on tangents sections and every 5 posts [31.25 ft] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be considered incidental to the guardrail items.”

**SPECIAL PROVISION SECTION 615**  
**LOAM**

615.02 Materials Make the following change:

Organic Content

Percent by Volume

Humus

“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618  
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed .....” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620  
GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 621  
LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end

of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

## SPECIAL PROVISION SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

## SPECIAL PROVISION SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

## SPECIAL PROVISION SECTION 639 ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: “The Contractor shall provide a fully functional desktop copier...” to “....desktop copier/scanner...”

## SPECIAL PROVISION SECTION 652 MAINTENANCE OF TRAFFIC

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change “Signs shall be erected...” to “Portable signs shall be erected...” In the third sentence; change

“Signs must be erected so that the sign face...” to “Post-mounted signs must also be erected so that the sign face...”

652.8.2 Other Items Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

### SPECIAL PROVISION SECTION 653 POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill In the second sentence; change “...shall be not less than 150 mm [6 in] loose measure.” to “...shall be not less than 250 mm [10 in] loose measure.” In the third sentence; change “...crawler type bulldozer of not more than 390 kg/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact pressure...”

653.06 Compaction In the last sentence; change “...crawler type bulldozer of not more than 390 kg/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact pressure...”it].”

### SPECIAL PROVISION SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

### SPECIAL PROVISION SECTION 703 AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

### SPECIAL PROVISION SECTION 706 NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe Change the first sentence from “...300 mm diameters to 900 mm” to “...300 mm diameters to 1200 mm” Delete, in it’s entirety, the last sentence which begins “This pipe and resins...” and replace with the following; “The manufacturing plants of polyethylene pipe shall be certified by the Eastern States Consortium. Polyethylene pipe shall be accepted based on third party certification by the AASHTO’s National Transportation Product Evaluation Program.”

### SPECIAL PROVISION SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [1/2 inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

### SPECIAL PROVISION SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light

and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be

provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.

Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be

finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [ $\frac{1}{2}$  in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [ $\frac{3}{4}$  in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

### SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SPECIAL PROVISION  
SECTION 202  
REMOVING STRUCTURES AND OBSTRUCTIONS  
(Removing Traffic Signal)

DESCRIPTION

This work shall consist of removing and satisfactorily disposing of the existing traffic signal. It shall also include salvaging designated materials.

REMOVING TRAFFIC SIGNAL

The Contractor shall remove the existing traffic signal including, but not limited to, poles, mast arms, signal heads, wiring, cable, conduits, junction boxes, loop detectors, and controllers.

Foundations shall be removed completely or as directed by the Resident. Cavities remaining as a result of foundation removal shall be filled to the level of the surrounding ground and, if within the limits of embankment or below the subgrade in excavation areas, shall be compacted in accordance with applicable embankment construction requirements.

After removal, all signal equipment shall become the property of the City of Biddeford. The Contractor shall deliver and stack the equipment to a single location in the City as directed by the City of Biddeford.

METHOD OF MEASUREMENT

Removing Traffic Signal will not be measured for payment.

BASIS OF PAYMENT

Costs associated with Removing Traffic Signal will be considered incidental to the various contract items and no separate payment will be made.

**SPECIAL PROVISION  
SECTION 203  
EXCAVATION AND EMBANKMENT  
(CONTAMINATED SOIL AND GROUNDWATER MANAGEMENT)**

General. The work under this specification shall be performed in conformance with all the procedures and requirements described herein for the following activities: contaminated soil handling, reuse, temporary stockpiling, transportation, storage and disposal and contaminated water handling, storage, treatment and disposal. This specification also addresses contaminated soil location, identification and classification. The intent of this specification is to ensure that contaminated soil and/or water encountered during construction will be managed in a manner that protects worker health and safety, public welfare and the environment.

Environmental Site Conditions. In 2001 and 2002, the Maine Department of Transportation's Environmental Office (MDOT's-ENV.) conducted a series of assessments related to the Five Points Intersection Improvement Project in Biddeford. A Phase I Environmental Assessment was completed to obtain a general understanding of the environmental conditions within the project area. Data garnered from this assessment was used to conduct a Modified, Phase II Contamination Assessment for the project. The primary focus of these assessments was to evaluate the type and extent of subsurface contamination within the project area. Additional subsurface work was completed in 2003 in part to further refine and/or confirm data obtained from the previous efforts.

The Phase I Assessment included a review of relevant Maine Department of Environmental Protection's (MDEP's) and Environmental Protection Agency's (EPA's) databases and field reconnaissance of the project area. Underground utility representatives and other knowledgeable individuals were also queried for further information regarding environmental conditions within the project area. During the Phase II investigation and subsequent subsurface work, test borings were advanced within the project area for investigative purposes. During the advancement of these borings, one area with impacted soil was identified and/or confirmed. A photo-ionization detector (PID) was used to test soil boring samples from select explorations for volatile organic compound (VOC) concentrations indicative of petroleum products. (See *Identified Areas Of Contamination* below). Select samples for laboratory testing were also taken to further aid in evaluating subsurface conditions. The results of these investigations are available for review from the Hydrogeologist at MDOT's Environmental Office in Augusta (207-624-3100).

Identified Area of Contamination. The efforts put forth in the Phase I and Phase II portions of the contamination assessment and the additional subsurface investigation identified one area of soil contamination. This area is designated **Area A**.

**Area A** is defined as the triangular land parcel positioned between the juncture of Route 1 and Route 111. The parcel is located between MDOT Survey Stations 1+180 through 1+230, right of centerline and 4+000 through 4+040 right and left of centerline. Until recently the area operated as Guay's Sunoco. Within **Area A**, poly-bag field samples screened with a photo-ionization detector (PID) ranged from 0 ppm gasoline equivalents to 2102 ppm gasoline equivalents. A laboratory sample was taken from approximately station 1+160, right of centerline, at a depth of 10 feet below ground surface and submitted to Katahdin Analytical Services. It was tested for gasoline range organics (GROs) using MDEP Method 4.2.17. Gasoline range organics were reported at 145 mg/kg. Gasoline range organics at this concentration define the soils as special waste per State remedial guidelines. As such, excavated soil from **Area A** will require special handling and/or disposal/treatment during construction. Contamination in **Area A** appears to be related to the past use and storage of petroleum products.

Identifying and Screening Contaminated Soil and Groundwater. Within the contaminated section designated **Area A**, excavated soils will be classified by the Engineer (or an MDOT-ENV representative) based on their visual and olfactory evidence of contamination and by photo-ionization detector (PID) field screening. Field screening with a PID shall be performed according to the MDEP "Jar/Poly Bag Headspace Technique" contained in Appendix Q of *Regulations for Registration, Installation, Operation and Closure of Underground Oil Storage Facilities, Chapter 691* (MDEP 12/24/96) and using MDEP's May 1995 calibration set-points.

The excavated soils shall be classified as Group 1, Group 2 or Group 3.

Group 1 soils shall have photo-ionization detector (PID) field screening measurements indicating relative concentrations of volatile organic compounds (VOCs) less than or equal to 20 parts per million (ppm) as measured in the soil headspace.

Group 2 soils shall have PID field screening measurements indicating VOC concentrations greater than 20 ppm and less than or equal to 1000 ppm and contain no "petroleum saturated" soils or free-phase petroleum product.

Group 3 soils shall have PID field screening measurements greater than 1000 ppm or be "petroleum saturated." Analysis to determine "petroleum saturation" shall be performed according to MDEP guidance in *Procedural Guidelines for Establishing Standards for Remediation of Oil Contaminated Soil and Ground Water in Maine* (MDEP, 1/11/95).

Handling and Disposition of Soil Materials. Within **Area A**, soil material excavated during construction shall be handled as follows:

Group 1 soils are not considered contaminated. Thus, special handling and disposal are not required for Group 1 soils.

Group 2 soils shall be placed back into the their excavation section of origin. The Contractor shall make every attempt to side cast any Group 2 soils next to their excavation site. Upon completion of the given constructional feature, the Group 2 soils shall be placed back into the excavation. Group 2 materials not handled in this manner shall be considered Surplus Group 2 soils. Surplus Group 2 soils must be disposed of or treated at a facility licensed by the MDEP to accept petroleum contaminated special waste. The Contractor shall arrange and undertake disposal of all Surplus Group 2 soils at the nearest landfill or treatment facility licensed to accept petroleum contaminated special waste. The Contractor is solely responsible for obtaining the associated permits and approvals for the disposal or treatment of the Surplus Group 2 soils from all relevant Municipal, State, and Federal agencies at no additional cost to the State. Notification shall be given to the Engineer once approval is granted for the acceptance of this material at the off site facility. No removal of Surplus Group 2 soils from the project shall occur without prior approval by the Engineer. If any Surplus Group 2 soils cannot be transported to the pre-approved, properly licensed facility within 8 hours of their excavation, they must be placed in a Temporary Secure Stockpile Area somewhere within the project limits (See Temporary Secured Stockpile Area below).

Group 3 soils shall not be excavated without prior approval by the Engineer. The Contractor shall arrange and undertake disposal of all Group 3 soils at the nearest landfill or treatment facility licensed to accept petroleum contaminated special waste. The Contractor is responsible for all additional testing required by the disposal facility. Group 3 soils that cannot be disposed of within 8 hours of excavation shall be stored in a secured stockpile area. If the Contractor proposes other disposal or treatment options, the Contractor is solely responsible for obtaining the associated permits and approvals from all relevant Municipal, State, and Federal agencies at no additional cost to the State.

The Engineer is responsible for signing all manifests required to transport and dispose of contaminated soil. The Engineer will send all manifests to MDOT, Motor Transport Services, Station 26, Augusta, Maine 04333.

Secured Stockpile Area. Direct transport of Surplus Group 2 or Group 3 soils to a pre-approved management facility is recommended. However, should the Contractor temporarily store any Surplus Group 2 or Group 3 soils at the site for more than 8 hours

following excavation, they must be placed into a properly constructed Temporary Secured Stockpile Area. The Temporary Secured Stockpile Area must be constructed as defined herein and must be approved by the Engineer prior to its use.

Should the Contractor utilize a Secured Stockpile Area, they shall install a continuous one-foot (0.30 m) high compacted soil berm around the Secured Stockpile. The Secured Stockpile shall be placed on a liner of 20-mil polyethylene and securely covered with 20-mil polyethylene. The polyethylene liner and cover shall be placed over the soil berm and be installed to ensure that precipitation water drains directly to the outside of the berm perimeter while leachate from the contaminated soil is retained within the stockpile. The Secured Stockpile and soil berm shall be enclosed within a perimeter of concrete Jersey barriers or wooden barricades. The area within the Jersey barriers (or wooden barricades) shall be identified as a "restricted area" to prevent unauthorized access to the contaminated soils.

Secured Stockpile Area - Materials.

A. Polyethylene. Polyethylene used for liner in the Secured Stockpile Area shall have a minimum of 20-mil thickness and shall meet the requirements of ASTM D3020.

B. Common Borrow. Fill used in the construction of the Temporary Secured Stockpile Area soil berm shall consist of Common Borrow and meet the requirements of Section 703.18

C. Concrete Barriers or Wooden Barricades. Concrete barriers or Wooden Barricades to form the sides of the Temporary Secured Stockpile Area shall meet the requirements of Section 526 or 652.05.

Health and Safety/Right-to-Know. Contractors and Subcontractors are required to notify their workers of the history of the site and contamination that may be present and to be alert for evidence of contaminated soil and groundwater. The Contractor shall notify the Engineer at least three business days prior to commencing any excavation in **Area A**.

The Contractor shall prepare a site specific Health and Safety Plan (HASP) for its workers and subcontractors who may work in the contaminated area of the site. A Qualified Health and Safety Professional shall complete the HASP. The Qualified Health and Safety Professional will be an expert in field implementation of the following federal regulations:

29 CFR 1910.120 or Hazardous Waste Operations and  
29 CFR 1926.65 Emergency Response

29 CFR 1910.134 Respiratory Protection

29 CFR 1926.650 Subpart D - Excavations

29 CFR 1926.651 General Requirements

29 CFR 1926.652 Requirements for Protective Systems

The Contractor shall designate a Hazardous Waste Operations “Competent Person” to provide direct on-site supervision plus health and safety monitoring for work in the contaminated sections. The Competent Person shall have certified training and experience in field implementation of the aforementioned regulations.

MDOT is voluntarily ameliorating the contamination in **Area A**. The remedial efforts defined herein have been reviewed and approved by MDEP. Given that this is a voluntary clean up effort approved by a regulatory agency, the OSHA requirements as defined in 29 CFR 1910.120 apply. These requirements mandate that workers and subcontractors working in the contaminated areas shall be trained in Health and Safety procedures according to the OSHA regulations for Hazardous Waste Operations and Emergency Response, be current in their annual OSHA refresher course, and be medically monitored in compliance with these OSHA regulations.

Work inside contaminated trench sections may be subject to OSHA's permit-required confined space regulations under 29 CFR 1910.146.

Submittals. The Contractor shall submit a site specific Health and Safety Plan (HASP) to the Engineer at least two weeks in advance of any excavation work on the project.

Health and Safety Monitoring. Within the contaminated areas of the project, the Contractor’s designated Competent Person shall monitor the worker breathing zone for those constituents specified in the Contractor’s HASP. The Contractor shall provide all required health and safety monitoring equipment.

Dewatering. Within **Area A** groundwater is not anticipated during excavation for roadway basing and drainage enhancement. However, should its removal become necessary to complete work it will be treated as “contaminated” water. The Contractor shall inform the Engineer before any dewatering commences. The “contaminated” water shall be pumped into a temporary holding tank(s). The Contractor will be responsible for the procurement of any holding tank(s). Any testing, treatment and/or disposal of the stored water shall be undertaken by the Contractor in accordance with applicable Federal, State and local regulatory requirements.

On-Site Water Storage Tanks - Materials. If dewatering within the identified contaminated area becomes necessary the holding tanks used for temporary storage of contaminated water pumped from excavations shall be contamination-free and have a minimum capacity of 7,500 liters (2,000 gallons).

Dust Control. The Contractor shall employ dust control measures to minimize the creation of airborne dust during construction process in potentially contaminated areas. As a minimum, standard dust control techniques shall be employed where heavy equipment and the public will be traveling. These may include techniques such as watering-down the site or spreading hygroscopic salts.

Unanticipated Contamination. If the Contractor encounters previously undiscovered contamination or potentially hazardous conditions related to contamination, the Contractor shall suspend work and secure the area. The Contractor will then notify the Engineer immediately. These potentially hazardous conditions include, but are not limited to, buried containers, drums, tanks, "oil saturated soils", strong odors or the presence of petroleum sufficient to cause a sheen on the groundwater. The area of potential hazard shall be secured to minimize health risks to workers and the public and to prevent a release of contaminants into the environment. The source of the suspected contamination will be evaluated by the Engineer (or MDOT's-ENV representative). As appropriate, the Engineer will notify the Maine Department of Environmental Protection's Response Services Unit in Portland and MDOT's Environmental Office. The Fire Department for the City of Biddeford plus the Maine Fire Marshall's Office must also be notified prior to removal of buried storage tanks and associated piping. The Contractor will evaluate the impact of the hazard on construction, amend the HASP if necessary, and with the Engineer's approval recommence work in accordance with the procedures of this Special Provision.

Method of Measurement. There will be no measurement for identification and environmental screening of contaminated soil material (this will be done by the Engineer or MDOT-ENV representative).

Measurement for the development of a Health and Safety Plan (HASP) and providing health and safety equipment and personnel shall be by lump sum.

Measurement of the off site treatment or disposal of Surplus Group 2 and all Group 3 soils will be by the Mega Gram of Special Excavation.

There will be no measurement for construction of a Temporary Secured Stockpile Area. Construction of a Temporary Secured Stockpile Area, if necessary, is considered incidental to project construction. There will be no measurement for hauling Surplus Group 2 material or Group 3 soils to the Temporary Secure Stockpile area or placement and removal of Surplus Group 2 or Group 3 soils in or out of the Temporary Secure

Stockpile area. All hauling and any subsequent management/placement of contaminated soils are considered incidental to project construction.

There will be no measurement for additional laboratory testing of contaminated soil that is required by the landfill or treatment facility. Testing is incidental to the disposal of Special Excavation.

Measurement for the following items shall be according to Subsection 109:04 ("Change Order"/Force Account): any necessary contaminated water holding tank(s); and treatment or disposal of any contaminated ground water.

Basis of Payment. There will be no payment for the identification and environmental screening of contaminated soil material (this will be done by the Engineer or MDOT-ENV representative).

Payment for the development of a Health and Safety Plan (HASP) and providing health and safety equipment and personnel shall be by the lump sum

Payment for off site disposal or treatment of contaminated Surplus Group 2 and all Group 3 soils at a MDEP licensed facility shall be by the Mega Gram of Special Excavation.

There will be no payment for the construction of the Temporary Secured Stockpile Area or hauling/management/placement of contaminated soils to the Temporary Secured Stockpile Area. The Temporary Secured Stockpile Area shall be considered incidental to project construction.

Payment for the following items shall be according to Subsection 109:04 ("Change Order"/Force Account): any necessary contaminated water holding tank(s); and treatment or disposal of any contaminated ground water.

Pay Item	Pay Unit
203.2312 Health and Safety Plan (HASP)	L.S.
203.2333 Disposal/Treatment of Special Excavation	M.G

SPECIAL PROVISION  
SECTION 304  
AGGREGATE BASE AND SUBBASE COURSE  
(Aggregate Subbase)

If the Contractor wishes to route public traffic over the completed aggregate subbase course, the course shall be constructed with a minimum 50 mm [2 in] surcharge above the design grade, except as described below. Whenever the surcharge is used, it shall be constructed with material meeting the requirements of Section 703.06(b), Type D Aggregate. Also, whenever, the surcharge is used, it shall be placed on all the aggregate subbase course subjected to public driveways, sidewalks, approach roads, or the outer portions of the shoulders. Removal of the surcharge shall be followed immediately in succession by the fine grading of the aggregate subbase and construction of the next course.

The furnishing, placing, maintaining, and removal of the surcharge will not be paid for directly, but will be considered incidental to the Aggregate Subbase Course pay item.

**Biddeford**  
**STP-7492(30)X**  
**Stone Mix Asphalt (SMA)**  
**Polymer Modified Superpave**  
**Five Points Intersection Improvements**  
**September 30, 2004**

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT**

<b>Desc. of Course</b>	<b>Grad. Design</b>	<b>Item Number</b>	<b>Bit Cont. % of Mix</b>	<b>Total Thick</b>	<b>No. Of Layers</b>	<b>Comp. Notes</b>
<b><u>Route 1, Route 111</u></b>						
<b><u>Mainline Travelway, and Widening</u></b>						
<b><u>Wearing Course</u></b>						
SMA Wearing	12.5 mm	404.40	6.0% min.	50 mm	1	1,8,16,19,20,21
Wearing	12.5 mm	403.2081	N/A	50 mm	1	1,5,8,21
<b><u>Route 1 and Route 111</u></b>						
<b><u>Mainline Travelway, and Widening</u></b>						
<b><u>Base courses</u></b>						
Base	12.5 mm	403.2131	N/A	45 mm	1	1,5,8
Base	19.0 mm	403.2071		N/A	65 mm	1/more
<b><u>West Street</u></b>						
<b><u>Mainline Travelway, Widening</u></b>						
Wearing	12.5 mm	403.2081	N/A	45 mm	1	1,5,8
Base	19.0 mm	403.2071	N/A	65 mm	1	1,5,8,11
<b><u>Retail Access Roads</u></b>						
<b><u>Surface and Base courses</u></b>						
Wearing	12.5 mm	403.208	N/A	45 mm	1	5,9
Base	19.0 mm	403.207	N/A	65 mm		1 5,9
<b><u>Shim</u></b>						
Shim	9.5mm	403.211	N/A	variable	1/more	2,5,9,10
<b><u>Drives, Islands &amp; Sidewalks</u></b>						
Wearing	9.5 mm	403.209	N/A	50 mm	2/more	2,3,9,10,13

**COMPLEMENTARY NOTES**

1. The required PGAB for this mixture will meet a **PG 70-28** to **PG 76-28** grading.
2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
5. The aggregate qualities shall meet the design traffic level of 10 to <30 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**. (Ndesign)
8. Section 106.6 Acceptance, (1) Method B.
9. Section 106.6 Acceptance, (2) Method C, as per Section 401.
10. A **“FINE”** 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.

**Biddeford  
STP-7492(30)X  
Stone Mix Asphalt (SMA)  
Polymer Modified Superpave  
Five Points Intersection Improvements  
September 30, 2004**

13. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the department for approval.
16. Special Provision 404, Table 8, change LSL to 94.0 and USL to 98.0.
19. See Special Provision 404 - Stone Matrix Asphalt , for project specifics.
20. A test strip of the Stone Matrix Asphalt material is required prior to construction of the SMA layers on the mainline travelway. This test strip is intended to allow the contractor to monitor and modify the production, placement, and compaction effort prior to full SMA production. The test strip and all related incidentals will not be paid for directly, but will be considered included in the appropriate Stone Matrix Asphalt pay item per megagram (ton) .
21. See project plans, sheet 16 through 20 - Pavement Layout and Curbing Plans, for project limits of SMA layers, and Polymer Modified Superpave layers.

Tack Coat

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m<sup>2</sup>, and on milled pavement approximately 0.2 L/m<sup>2</sup>, prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.08 L/m<sup>2</sup>.

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION  
SECTION 404  
Stone Matrix Asphalt Pavement

404.01 Description The Contractor shall furnish and place one or more courses of Stone Matrix Asphalt (SMA) on an approved base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with these specifications and the requirements of Section 106 - Quality.

404.02 Materials Materials shall meet the following requirements:

Performance Graded Asphalt Binder

Section 702.01

Aggregates. Coarse aggregate and fine aggregate for Stone Matrix Asphalt pavements shall be of such gradation that when combined in the proper proportions, including filler (if required), the resultant blend will meet the composition of mixture for the type of pavement specified.

Coarse aggregate, that material retained on the 2.36 mm [No. 8] sieve, shall be crushed stone or crushed gravel and, unless otherwise stipulated, shall consist of clean, tough, durable fragments free from an excess of soft or disintegrated pieces and free from stone coated with dirt or other objectionable matter.

Fine aggregate, material that passes the 2.36 mm [No. 8] sieve, shall consist of 100 percent manufactured sand. It shall consist of hard, tough grains, free from injurious amounts of clay, loam, or other deleterious substances. Fine aggregate shall not exceed an absorption of 3% by weight as determined by AASHTO T84.

Aggregates shall also meet the following consensus properties. The Department reserves the right to sample and test the composite aggregate for any of the following properties at any time.

TABLE 1 - AGGREGATE REQUIREMENTS

Criteria	Test Method	Specified Minimum	Specified Maximum
L.A. Abrasion, % Loss	AASHTO T96	-	30
Micro-Deval	AASHTO TP 58-99	-	18.0
Flat and Elongated, %			
3 to 1	ASTM D4791	-	20
5 to 1	ASTM D4791	-	5
Fractured Faces, %			
One face	ASTM D5821	100	-
Two faces		90	-
Sand equivalent	AASHTO T176	50	-
Uncompacted Void Content of Fine Aggregate	AASHTO T304	45	-

Mineral Filler Mineral filler shall consist of finely divided mineral matter such as rock or limestone dust or other suitable material. At the time of use it shall be sufficiently dry to flow freely and essentially free from agglomerations. Filler shall be free from organic impurities and have a plasticity index not greater than 4. Filler material for the mix shall meet AASHTO M17, except that the gradation requirements of M17 shall not apply.

Stabilizing additive Stabilizing additive shall consist of a fiber stabilizer, either cellulose or mineral fiber. The dosage rate for cellulose shall be approximately 0.3 percent by total mixture mass and sufficient to prevent draindown. Cellulose fibers shall conform to the properties outlined in Table 2. For mineral fibers, the dosage rate shall be approximately 0.4 percent by total mixture mass and sufficient to prevent draindown. Mineral fibers shall conform to the properties of Table 3.

TABLE 2 - CELLULOSE FIBER PROPERTIES

Property	Requirements
Method A - Alpine Sieve <sup>1</sup> Analysis	
Fiber Length	6 mm (0.25 in.) maximum
Passing 0.150mm (No. 100) sieve	70 ± 10%
Ash Content <sup>2</sup>	18 ± 5% non-volatiles
PH <sup>3</sup>	7.5 ± 1.0
Oil Absorbtion <sup>4</sup>	5.0 ± 1.0 (times fiber mass)
Moisture Content <sup>5</sup>	Less than 5.0% (by mass)

<sup>1</sup> Alpine Sieve Analysis. This test is performed using an Alpine Air Jet Sieve (Type 200 LS). A representative five gram sample of fiber is sieved for 14 minutes at a controlled vacuum of 75 kPa (11 psi). The portion remaining on the screen is weighed.

<sup>2</sup> Ash Content. A representative 2-3 gram sample of fiber is placed in a tared crucible and heated between 595° and 650°C (1100° and 1200° F) for not less than two hours. The crucible and ash are cooled in a desiccator and reweighed.

<sup>3</sup> pH Test. Five grams of fiber is added to 100 ml of distilled water, stirred and let sit for 30 minutes. The pH is determined with a probe calibrated with pH 7.0 buffer.

<sup>4</sup> Oil Absorption Test. Five grams of fiber is accurately weighed and suspended in an excess of mineral spirits for not less than five minutes to ensure total saturation. It is then placed in a screen mesh strainer (approximately 0.5 square millimeter hole size) and shaken on a wrist action shaker for ten minutes (approximately 1-¼ inch motion at 240 shakes/minute). The shaken mass is then transferred without touching, to a tared container and weighed. Results are reported as the amount (number of times it's own weight) the fibers are able to absorb.

<sup>5</sup> Moisture Content. Ten grams of fiber are weighed and placed in a 121° C (250 °F) forced air oven for two hours. The sample is then reweighed immediately upon removal from the oven.

TABLE 3 - MINERAL FIBER PROPERTIES

Mineral fibers<sup>1</sup>

Sieve Analysis	
Fiber Length <sup>2</sup>	6 mm (0.25in.) maximum mean test value
Thickness <sup>3</sup>	0.050 mm (0.0002 in.) maximum mean test value
Shot Content <sup>4</sup>	
0.250 mm (No. 60) Sieve	90 ± 5% passing
0.063 mm (No. 230) Sieve	70 ± 10% passing

<sup>1</sup> The European experience and development of the above criteria are based on the use of basalt mineral fibers.

<sup>2</sup> The fiber length is determined according to the Bauer McNett fractionation.

<sup>3</sup> The fiber thickness is determined by measuring at least 200 fibers in a phase contrast microscope.

<sup>4</sup> Shot content is a measure of non-fibrous material. The shot content is determined on vibrating sieves. Two sieves, the 0.250 mm (No. 60) and the 0.063 mm (No. 230) are typically utilized. For additional information, see ASTM C612.

**404.03 Composition of Mixtures** The Contractor shall compose the Stone Matrix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), stabilizing fibers and mineral filler if required. SMA shall be designed and tested according to AASHTO PP41-02, AASHTO MP8 and the gradation volumetric criteria in Tables 4 and 5. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF).

The Contractor shall submit for Department approval a JMF to the Central Laboratory in Bangor for each mixture to be supplied. The Department shall then have 15 calendar days in which to process a new design before approval. The JMF shall establish a single percentage of aggregate passing each required sieve size within the limits shown in Table 4. The general composition limits given in Table 4 indicate the control points of mixtures permissible under this specification. The JMF shall state the source, gradation, and percentage to be used of each portion of the aggregate and mineral filler if required. It shall also state the proposed PGAB content, the name and location of the refiner, the supplier, the source of PGAB submitted for approval, the type of PGAB modification if applicable, and the location of the terminal if applicable.

In addition, the Contractor shall provide the following information with the proposed JMF:

Properly completed JMF indicating all mix properties (Gmm, VMA,  $VCA_{mix}$ ,  $VCA_{DRC}$ , etc.)

Stockpile Gradation Summary

Design Aggregate Structure Consensus Property Summary

Design Aggregate Structure Trial Blend Gradation Plots (0.45 power chart)

Trial Blend Test Results for at least three different asphalt contents  
 Specific Gravity and temperature/viscosity charts for the PGAB to be used  
 Recommended mixing and compaction temperatures from the PGAB supplier  
 Material Safety Data Sheets (MSDS) For PGAB  
 Asphalt Content vs. Air Voids trial blend curve  
 Test report for Contractor's Verification sample

TABLE 4 - SMA GRADATION BANDS

Sieve, mm	25.0 mm NMAS		19.0 mm NMAS		12.5 mm NMAS		9.5 mm NMAS		4.75 mm NMAS	
	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
37.5	100	100								
25.0	90	100	100	100						
19.0	30	86	90	100	100	100				
12.5	26	63	50	74	90	100	100	100		
9.5	24	52	25	60	26	78	90	100	100	100
4.75	20	28	20	28	20	28	26	60	90	100
2.36	16	24	16	24	16	24	20	28	28	65
1.18	13	21	13	21	13	21	13	21	22	36
0.6	12	18	12	18	12	18	12	18	18	28
0.3	12	15	12	15	12	15	12	15	15	22
0.075	8	10	8	10	8	10	8	10	10	15

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 Mg [165 ton] for stone stockpiles, 75 Mg [80 ton] for sand stockpiles, and 50 Mg [55 ton] of blend sand before the Department will sample. The Department shall obtain samples for laboratory testing. The Contractor shall also make available to the Department the PGAB, stabilizing fibers and mineral filler proposed for use in the mix in sufficient quantity to test the properties and to produce samples for testing of the mixture. Before the start of paving, the Contractor and the Department shall split a production sample for evaluation. The Contractor shall test its split of the sample and determine if the results meet the requirements of the Department's written policy for mix design verification (Available at the Central Laboratory in Bangor). If the results are found to be acceptable, the Contractor will forward their results to the Department's Lab, which will test the Department's split of the sample. The results of the two split samples will be compared and shared between the Department and the Contractor. If the Department finds the mixture acceptable, an approved JMF will be forwarded to the Contractor and paving may commence. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes within 24 hours of receipt of the first Acceptance test result. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm [No. 8] sieve through the 0.075 mm [No. 200] and 3% on the percent passing the 4.75 mm [No. 4] or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2%.

Adjustments will be allowed on GMM of up to 0.010. Pay factors on in-place material shall be based on the original JMF. The revised JMF shall be used for all subsequent mix.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated.

TABLE 5: VOLUMETRIC DESIGN CRITERIA

Air Voids @ $N_{Design}$	4.0 percent
Binder Content	6.0 percent minimum
VMA	17.0 percent minimum
$VCA_{mix}$	Less than $VCA_{DRC}$
Draindown	0.3 percent maximum
Gyrations @ $N_{Design}$	100

404.04 Temperature Requirements After the JMF is established, the temperatures of the mixture shall conform to the following tolerances:

In the truck at the mixing plant	+/-10°C [20°F]
At the Paver	+/-10°C [20°F]

The JMF and the mix subsequently produced shall meet the requirements of Tables 1 and Section 703.07. Under no circumstances will the Department accept HMA (unless the binder has been modified) that has been heated to temperatures over 179°C [340°F].

404.05 Performance Graded Asphalt Binder Unless otherwise noted in Special Provision 403 - Hot Bituminous Pavement, PGAB shall be 64-28. The PGAB shall meet the applicable requirements of AASHTO M320 - Standard Specification for PGAB. The Contractor shall provide the Department with an approved copy of the Quality Control Plan for PGAB in accordance with AASHTO R 26-01 Certifying Suppliers of PGAB.

404.06 Weather and Seasonal Limitations Section 401.06 shall apply.

404.07 Hot Mix Asphalt Plant Section 401.07 shall apply.

401.08 Hauling Equipment Trucks for hauling Hot Mix Asphalt Pavement shall have tight, clean, and smooth metal dump bodies, which have been thinly coated with a small amount of lime solution or an approved soap solution or detergent to prevent the mixture from adhering to the bodies.

All truck dump bodies shall have a cover of canvas or other water repellent material capable of heat retention, which completely covers the top of the truck body. The cover shall be securely fastened on the loaded truck except when unloading.

All truck bodies shall have an opening on both sides, which will accommodate a thermometer stem. The opening shall be located near the midpoint of the body, at least 300 mm [12 in] above the bed.

404.09 Pavers Section 401.09 shall apply.

404.10 Rollers Section 401.10 shall apply, with the following exception: if it is determined by the Department that excessive material is sticking to the tires, use of the pneumatic roller shall be discontinued.

404.101 Surface Tolerances Section 401.101 shall apply.

404.11 Preparation of Existing Surface Section 401.11 shall apply.

404.12 Hot Mix Asphalt Documentation The Contractor and the Department shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day.

404.13 Preparation of Aggregates The Contractor shall dry and heat the aggregates for the HMA to the required temperature. The Contractor shall properly adjust flames to avoid physical damage to the aggregate and to avoid depositing soot on the aggregate.

404.14 Mixing Section 401.14 shall apply.

404.15 Spreading and Finishing Section 401.15 shall apply.

404.16 Compaction Section 401.16 shall apply.

404.17 Joints Section 401.17 shall apply.

404.18 Quality Control Method A & B Section 401.18 shall apply, with the following exceptions:

Quality Control Plan, Item m. Maximum silo storage time shall be two hours.

Reasons for the Contractor to cease paving, Item b. Revise to read, "The Fractured Faces value falls below the requirements of Special Provision 404, Table 1 - Aggregate Requirements."

Reasons for the Contractor to cease paving, Item c. Revise to read, "The Flat and Elongated value exceeds the requirements of Special Provision 404, Table 1- Aggregate Requirements"

404.19 Quality Control Method C Section 401.19 shall apply.

404.20 Acceptance Sections 401.201, 401.202 and 401.203 shall apply, with the following exceptions:

Replace Table 5 - Method A Acceptance Limits with the following:

TABLE 6 - METHOD A ACCEPTANCE LIMITS

Property	USL and LSL
Passing 4.75 mm [No. 4] and larger sieves	Target +/-7%
Passing 2.36 mm [No. 8] to 1.18 mm [No. 16] sieves	Target +/-4%
Passing 0.60 mm [No. 30]	Target +/-3%
Passing 0.30 mm [No. 50] to 0.075 mm [No. 200] sieve	Target +/-2%
PGAB Content	Target +/-0.4%
Air Voids	4.0% +/-1.5%
Voids in the Mineral Aggregate	LSL Only from Table 5

Replace Table 6: Method A Density Acceptance Limits with the following:

TABLE 7 - METHOD A DENSITY ACCEPTANCE LIMITS

	TARGET	LSL	USL
Percent of Maximum Theoretical Density	96.0	94.0	98.0

Replace Table 7: Method B and C Acceptance Limits with the following:

TABLE 8: METHOD B AND C ACCEPTANCE LIMITS

Property	USL and LSL	
	Method B	Method C
Percent Passing 4.75 mm [No. 4] and larger sieves	Target +/-7	Target +/-7
Percent Passing 2.36 mm [No. 8] to 1.18 mm [No. 16] sieves	Target +/-5	Target +/-5
Percent Passing 0.60 mm [No. 30]	Target +/-4	Target +/-4
Percent Passing 0.30 mm [No. 50] to 0.075 mm [No. 200] sieve	Target +/-3	Target +/-3
PGAB Content	Target +/-0.5	Target +/-0.5
Air Voids	4.0% +/-2.0	Not Applicable
Voids in the Mineral Aggregate	LSL from Table 5	Not Applicable
In-place Density	93.0 to 98.0	93.0 Minimum

404.21 Method of Measurement The Department will measure Stone Matrix Asphalt Pavement by the Mg [megagram] in accordance with Section 108.1 - Measurement of Quantities for Payment.

404.22 Basis of Payment The Department will pay for the work, in place and accepted, in accordance with the applicable sections of this Section, for each type of SMA specified.

The Department will pay for the work specified in Section 404.11 for the SMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental.

Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying emulsified asphalt to joints, and providing testing facilities and equipment.

When work is to be accepted under Method A provisions, the Department will make a pay adjustment for quality above (or below) the minimum acceptable level, as specified below.

When work is to be accepted under Method B provisions, the Department will make a pay adjustment for quality below the minimum acceptable level, as specified below. When work is to be accepted under Method C provisions, the Department will make a pay adjustment for quality below the minimum acceptable level, as specified in 401.203, Table 7b.

The maximum composite pay factor for mixes evaluated under Method B or C testing shall be 1.00. If price adjustments apply to both Density and Volumetric Properties, they shall be cumulative and they shall be based upon the original Contract unit price.

404.221 Price Adjustment for the Quality of Stone Matrix Asphalt Pavement (Methods A & B)  
The Department will sample, test, and evaluate Stone Matrix Asphalt Pavement in accordance with Section 106 - Quality and Section 404.20 - Acceptance.

404.222 Pay Factor (PF) (Methods A and B) Section 401.222 shall apply.

404.223 Process for Dispute Resolution (Methods A & B only) Section 401.223 shall apply.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
404.40 Stone Matrix Asphalt Pavement 12.5 mm Nominal Maximum Size	Megagram [Ton]
404.50 Stone Matrix Asphalt Pavement 19.0 mm Nominal Maximum Size	Megagram [Ton]

SPECIAL PROVISION  
SECTION 603  
PIPE CULVERTS AND STORM DRAINS  
(Culvert Pipe Option III)

This Section is revised by the following:

603.03 Construction Requirements Add the following paragraph:

“Roadway cross culverts shall consist of reinforced concrete pipe (RCP) only, unless otherwise specified or directed by the Resident.”

SPECIAL PROVISION  
SECTION 604  
MANHOLES, INLETS, AND CATCH BASINS  
(1500mm Manhole)

This Section is amended by the addition of the following:

604.06 Basis of Payment

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
604.153	1500mm Manhole	Each

SPECIAL PROVISION  
SECTION 604  
MANHOLES AND CATCH BASINS  
(Behind the Curb Catch Basins)

DESCRIPTION

This work shall consist of constructing to grade catch basins behind the curb in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or established by the Resident.

MATERIALS

Materials shall meet the requirements as specified in the following Subsections of Division 700 – Materials:

Portland Cement	701.01
Clay or Shale Brick	704.01
Joint Mortar	704.03
Reinforcing Steel	709.01
Precast Concrete Units	712.06

Except as otherwise noted on the plans, concrete for these structures shall meet the requirements of Section 502 – Structural Concrete.

CONSTRUCTION REQUIREMENTS

Behind the Curb Catch Basins may be constructed entirely of cast-in-place concrete, or (at the Contractor's option) they may be constructed of cast-in-place concrete supported on a precast concrete base. The Contractor shall submit to the Resident approved shop drawings which clearly indicate which option the Contractor will use prior to the commencement of any work.

Behind the Curb Catch Basins shall be constructed to the dimensions shown on the plans. All forms shall be well built and securely braced or tied to prevent motion and distortion while concrete is being placed. All forms shall be strong enough to support all superimposed loads (such as concrete buggy, scaffolding, workmen, etc.) placed upon them in addition to the weight of the concrete. The faces of the forms against which concrete is to be placed shall be reasonably smooth and uniform, free of all irregularities to the satisfaction of the Resident. Placement of concrete without forms will not be allowed.

If precast base units are used, the joint between the precast base and the cast-in-place concrete shall be of Portland cement mortar, rubber gaskets, flexible plastic rings, mastic joint fill, water stop or other approved types to form a watertight seal. Concrete blocks may be used in conjunction with precast base units around inlet and outlet pipes. Joints for concrete blocks shall

be of Portland cement mortar, not more than 12 mm [1/2 inches] wide, completely filled and neatly tooled on the inside of the structure.

Catch Basins shall be constructed to the required line and grade on the compacted foundation of uniform density. Inlet and outlet pipe elevations may vary from the elevations shown on the plans depending on field conditions.

Pipe sections entering Catch Basins shall be firmly connected to the structure wall with no part of the pipe projecting more than 150 mm [6 inches] inside the wall. When the ends of the pipe need to be cut, the ends shall be finished in a workman like manner.

Upon completion, each Catch Basin shall be cleaned of all accumulation of silt, debris or foreign matter and shall be kept clean until final acceptance of the work.

#### METHOD OF MEASUREMENT

Behind the Curb Catch Basins will be measured by the number of units, complete in place.

#### BASIS OF PAYMENT

The accepted quantity of Behind the Curb Catch Basins will be paid for at the contract unit price for each unit complete in place. Castings for each Behind the Curb Catch Basin shall be considered part of the structure and no separate payment will be made. Payment will be full compensation for furnishing concrete, supplying all equipment, labor and materials required to complete the work.

Excavation and backfilling will be measured and paid for as provided in Section 206 – Structural Excavation.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
604.2401 Behind the Curb Catch Basin with Inlet Gutter Plate	Each

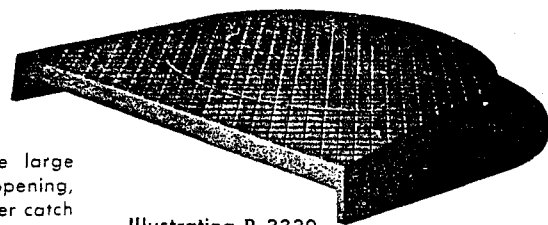
<b>R-3330</b>	<b>Catch Basin Frame and Lid</b>
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3331 Catch Basin Frame and Lid

### Heavy Duty

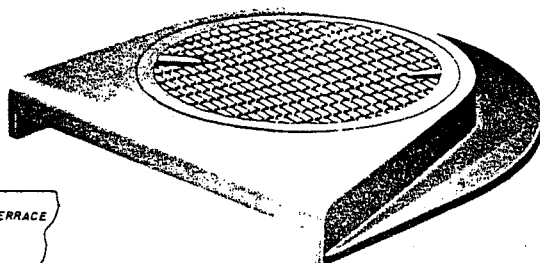
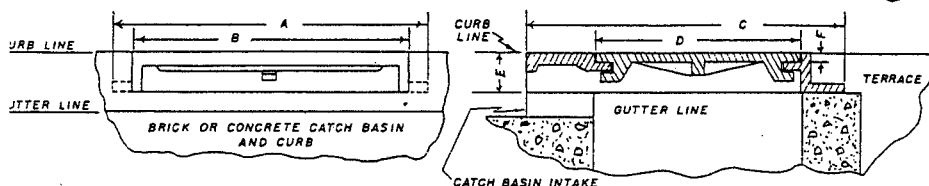
Note locking lugs on R-3330 and R-3331 lid.

Not recommended for use in areas where large gutter trash objects are prevalent. Curb opening, without gutter grate, allows large trash to enter catch basin and clog lines.



### Illustrating R-3330

Catalog No.	Dimensions in inches						Wt. Lbs.
	A	B	C	D	E	F	
3-3330	34½	30	34	23½	4	1	210
3-3331	34	30	31¾	22¾	4	7/8	320



### Illustrating R-3331

## R-3333 Series Catch Basin Frames and Lids

or behind-the-curb construction.



Catalog No.	Dimensions in inches						Curb Face	Wt. Lbs.
	A	B	C	D	Openings	F		
R-3333-A	26	25	20	18	3 x 4½	6	Straight	180
R-3333-B	26	25	20	18	3 x 6½	9	Straight	190
R-3333-C	26	25	18	18	2½ x 6½	9	6" Radius	200

Lids furnished standard with type "F" locks (shown on page 283).



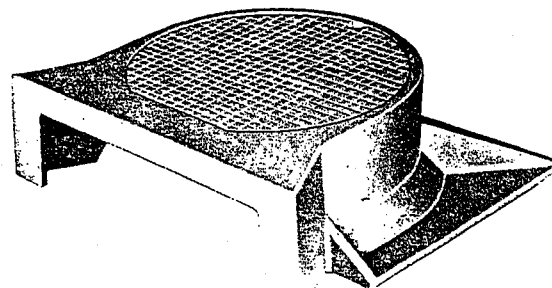
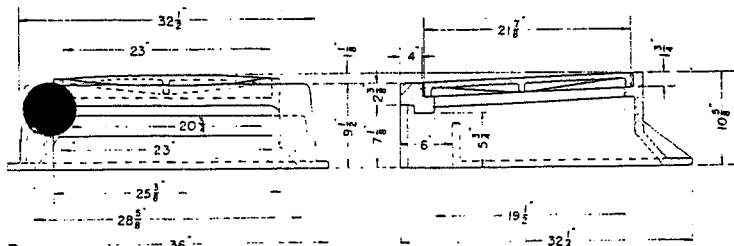
**Illustrating R-3333-A  
Straight Inlet**

**R-3334-F Catch Basin Frame and Lid**

For behind-the-curb construction.

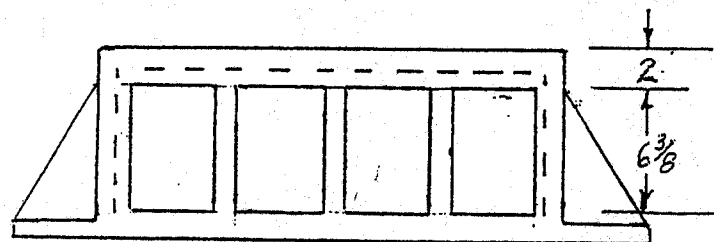
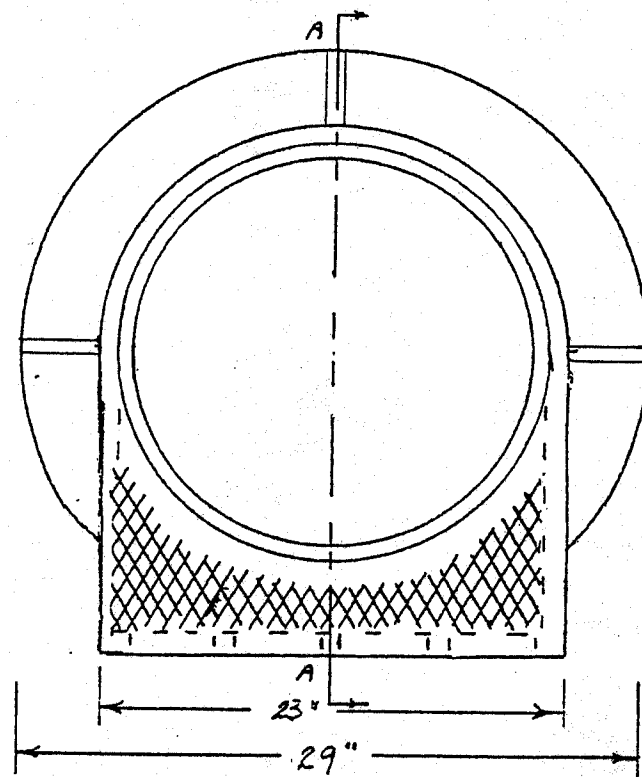
**Heavy Duty**

Total Weight 540 Pounds



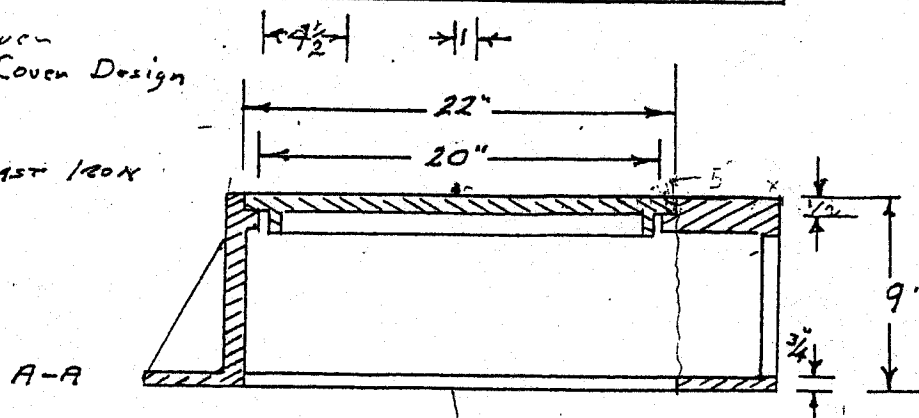
Not recommended for use in areas where large gutter trash objects are prevalent. Curb opening without gutter grate, allows large trash to enter the basin and clog lines.

# ETHERIDGE FOUNDRY & MACHINE CO., INC.



Solid Cover  
Diamond Cover Design

GRAY CAST IRON



— DR 2210  
CATCH BASIN FRAME

SPECIAL PROVISION  
SECTION 606  
GUARDRAIL  
(Removed and Stacked)

DESCRIPTION

This work consists of removing, transporting to designated areas, and stacking guardrail, posts, and hardware.

CONSTRUCTION REQUIREMENTS

Removal and Transporting: Guardrail, posts, and hardware designated to be removed shall be carefully removed from its present location, temporarily stored, if necessary, and stacked in a location designated by the property owner. All bolts shall be removed. Posts shall be pulled. All beam type rails, posts, and terminal ends shall be completely disassembled and stacked.

Stacking: The guardrail beams, posts, and hardware shall be carefully and neatly stacked on wooden planks.

Material not suitable for reuse or salvage shall not be stacked but shall become the property of the Contractor.

METHOD OF PAYMENT

Guardrail, Removed and Stacked, will be measured by the meter [foot] of guardrail beam actually removed and stacked at the designated location.

Guardrail which is removed and deemed by the Resident as not suitable for stacking and future use shall not be included in the measurements for payment.

BASIS OF PAYMENT

The quantity of Guardrail, Removed and Stacked, will be paid for at the contract unit bid price per meter [foot]. Payment shall include compensation for removing the beams and posts, loading, transporting, unloading, and stacking, including wooden planks.

There will be no payment for guardrail removed, but not stacked, but removal and disposal shall be considered incidental to the various contract pay items.

Payment will be made under:

Pay Item  
606.369 Guardrail, Removed and Stacked

Pay Unit  
Meter [Foot]

SPECIAL PROVISION  
SECTION 607  
FENCES  
(Stockade Fence – 1.8m High)

Description

The work shall consist of furnishing and erecting a Stockade Fence 1.8m High in accordance with these Special Provisions and as directed by the Resident.

Materials

Posts, pickets, and rails shall be fabricated of a material approved by the Resident. Approved posts, pickets and rails shall be treated with an approved commercial timber preservative as specified in Section 710. Nails shall be 6 penny common galvanized.

Posts shall be a minimum of 2.7 m long and 125 mm in diameter on the small end. Required holes for rail dowels shall be spaced at 300 mm, 660 mm, and 685 mm on center from the top of each post. Pickets shall be a minimum of 19mm thick, 65 mm to 75 mm wide, and 1.8m long. Rails shall be generally 75 mm to 100 mm in diameter with each and formed to a dowel shape of 45 mm to 50mm diameter by 50 mm to 62 mm long.

Steel fence pipes shall be galvanized with a 40 mm to 50 mm outer diameter. Clamps shall be of the type commonly used in the industry to clamp fence posts to the steel posts.

Construction Requirements

Posts shall be set 2.4 m apart in augured or hand dug holes 750mm to 900mm deep such that the tops are at least 1.8 m above final finished ground. Cuffing of the posts will be allowed with approval. The fence shall be placed as shown on the plans or as directed by the Resident. There shall be 3 rails for each section of fence.

After the posts are placed, the rails are installed and the posts aligned, the holes shall be backfilled as necessary with earth placed in 200 mm layers loose measure and each layer thoroughly compacted. The completed fence shall have the tops of the posts at a uniform height above ground following the gradient of the ground. Pickets shall be nailed to each of the rails with 2 nails per rail on the top and bottom and one nail in the middle rail. When finished, the fence shall provide an effective screen between the road and private property.

When the post hole depth below final finished ground is less than 750 mm because of solid rock, the rock shall be drilled and a galvanized steel fence pipe set in mortar with a minimum embedment of 300 mm and 1.2 m above rock. After the mortar has set, the posts shall be clamped to the fence pipe with a minimum of 3 clamps and the posts aligned. Grout shall consist of 1 part Portland cement and 2 parts sand mixed with water. All surplus material and other debris shall be removed and disposed.

Method of Measurement

Fence will be measured by the linear meter accepted in place. Measurement will be along the gradient of the fence from outside to outside of end posts. Excavation in rock for placement of fence posts in drill holes will be measured the cubic meter determined from the actual depth of the drilled hole in the rock and a hypothetical circle diameter of 600 mm.

Basis of Payment

The accepted quantities of fence shall be paid for at the contract unit price per linear meter, complete in place. Such payment shall be full compensation for furnishing and assembling all materials, for excavating and backfilling holes and for all incidentals necessary to complete the work except rock excavation. Payment for holes drilled in rock will be made under Item 206.07, Structural Rock Excavation - Drainage and Minor Structures. Excavation of earth to exposed rock shall be incidental to erection of the fence.

Payment will be made under:

<u>Pay Item</u>	
607.45	Stockade Fence - 1.8 m High

<u>Pay Unit</u>
Meter

SPECIAL PROVISION  
SECTION 608  
DETECTABLE WARNINGS  
(Masonry Pavers)

DESCRIPTION

This work shall include the installation of detectable warnings on concrete and/or asphalt curb ramps at the locations shown on the plans and in accordance with the plans or as established by Project Personnel.

MATERIALS

General The Contractor shall provide one of the following products. Only one type of product will be used for this work.

- 1) New, vacuum dry-pressed, bevel-edged and kiln-fired, solid (uncored), hard-burned, frost-free, masonry pavers complying with the requirements of ASTM C902, Class SX, Application PS, with the following modifications:
  - (a) The maximum absorption limit shall be 8 percent for the average of five bricks.
  - (b) The minimum compressive strength shall not be less than 8,000 pounds per square inch.
  - (c) The modulus of rupture shall not be less than 1,000 pounds per square inch.
  - (d) The bricks shall be No. 1, water struck type for paving.
- 2) New, pressed precast concrete block pavers shall comply with the requirements of ASTM C936, with the following modifications:
  - (a) The maximum absorption limit shall be 5 percent.
  - (b) The minimum compressive strength shall not be less than 8,000 pounds per square inch.
  - (c) Pavers shall meet the freeze-thaw of ASTM C67.
- 3) Physical properties of precast concrete block pavers shall meet the following requirements:
  - (a) Module size for sidewalk paving shall be 11 3/4" x 11 3/4" x 2" (nominal) or metric equivalent (300mm x 300mm x 50mm).
  - (b) Pavers shall have a tolerance of +/- 1/16" in length and width and +/- 1/8" in thickness.
  - (c) All top edges of pavers shall have a 3/16" bevel.

Samples and Submittals: The following list is provided for information only, and does not limit the Contractor to the use of only these suppliers. However, the Contractor shall submit product information to the Resident Engineer for approval prior to start of work.

<b>Vendor Name</b>	<b>Product</b>	<b>Phone Numbers</b>
Whitacre-Greer c/o Brooks Brick Co.	Masonry Pavers	(207) 989-3318
Endicott Clay Products	Masonry Pavers	(402) 729-3315
Hanover Architectural Products	Detectable Warning Pavers	1-(800)-426-4242

Requirements: Pavers and sand bedding shall conform to the following material requirements:

- 1) Detectable warnings on curb ramps shall be truncated domes of the dimensions shown in the plans. Domes shall be prefabricated by the manufacturer as a pattern on the pavers.
- 2) Pavers shall meet all Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements for truncated domes, and when installed, shall be capable of producing the pattern of domes as shown in the plans. Pavers shall meet the requirements of ASTM C 902 or ASTM C 936.
- 3) The domes and the underlying surface shall have a minimum of 70% contrast with the light reflectivity of the adjoining surface as specified under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements for truncated domes.
- 4) The contrast shall be achieved by adding pigment during the fabrication of the pavers.
- 5) Bedding and joint sand shall be free of deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock. Limestone screenings or stone dust shall not be used. Sand for bedding material shall conform to MDOT 703.01 (ASTM C 33). Sand that is to be placed between joints shall conform to MDOT 705.02 (ASTM C 144).

### CONSTRUCTION REQUIREMENTS

General: Pre-fabricated pavers for detectable warnings shall be brought to the site in steel banded, plastic banded or plastic wrapped cubes capable of being transported by a fork lift or clamp lift. Pavers shall be carefully removed and stacked in a manner that results in the least amount of damage. All pavers that are damaged during transport or delivery will be rejected and shall be replaced at the Contractor's expense. Minor cracks or chipping due to transport and handling that do not interfere with the structural integrity of the pavers or the overall pattern of truncated domes will not be deemed as grounds for rejection. Pavers shall be installed in accordance with the manufacturer's recommendations and approved by the department.

Placing:

1) Sand Setting Bed:

- (a) The Contractor shall spread the bedding sand evenly in the defined area and shall screed the sand to a depth of  $\frac{3}{4}$ " to  $1\frac{1}{2}$ " over a compacted gravel base.

2) Paver Installation:

- (a) Masonry pavers shall be placed in a running bond pattern. The domes on both masonry and concrete pavers shall be aligned to create a square grid in the predominant direction of travel as shown in the plans. Pavers shall be installed such that the base of the truncated dome is at the same elevation as the adjoining surface, allowing for a smooth transition between the curb ramp and the detectable warning.
- (b) When cut pavers are required to fill gaps between the pavers and the edge of the well, the Contractor shall bevel portions of the truncated domes at a 45-degree angle to create a smooth transition between the partial dome and the curb ramp surface. Unless otherwise directed by the Project Personnel, pavers shall be cut and installed in such a manner that the domes on the cut sections will not significantly impact the overall pattern of the truncated domes.

3) Compaction

- (a) The Contractors shall use a plate vibrator to embed the pavers into the sand. The size and type of plate vibrator shall be in accordance with manufacturer's recommendations, or as directed by the Project Personnel. All pavers that are damaged during embedment shall be replaced at the Contractor's expense.
- (b) Joint spacing between paver units shall be in accordance with the manufacturer's recommendations, or as approved by the Project Personnel. Joints shall be filled completely with joint sand. Excess sand shall be removed by sweeping.

METHOD OF MEASUREMENT

Detectable warnings on curb ramps, including sand, pavers, and all other work and materials necessary for fabrication, transport, and installation will not be measured and paid for separately, but shall be considered incidental to the work.

Truncated domes that are installed on curb ramps will be measured by the actual number of square meters that are installed and accepted.

BASIS OF PAYMENT

Payment will be full compensation for all labor, materials, and equipment required to install the truncated domes including surface preparation and removal/replacement of asphalt.

Payment will be made under:

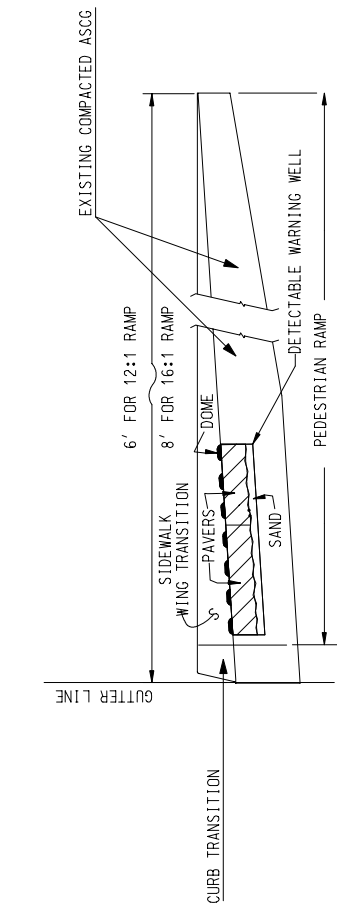
Pay Item

608.253 Masonry Paver with Truncated Domes

Pay Unit

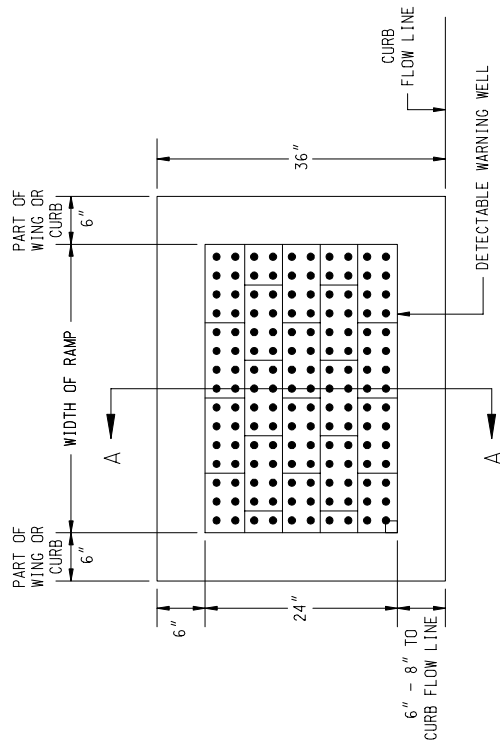
Square Meter

VIEWS AND DETAILS OF THE DETECTABLE WARNING

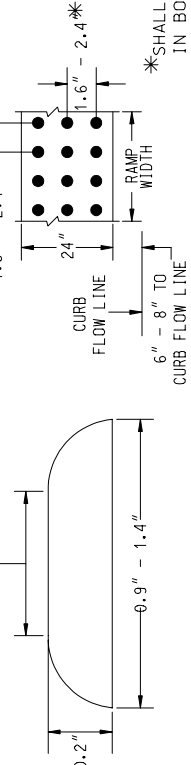


SIDE SECTION VIEW OF  
DETECTABLE WARNING, WELL, CURB, AND GUTTER

PLAN VIEW OF  
DETECTABLE WARNING AND WELL  
(PAVERS NOT DRAWN TO SCALE)



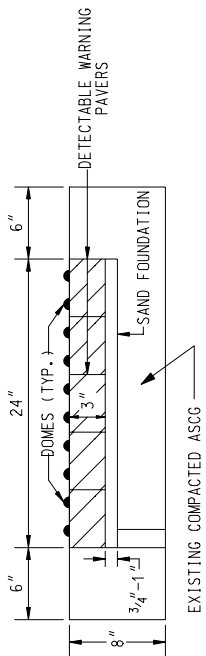
THE TOP DIAMETER OF THE TRUNCATED DOMES  
SHALL BE 50% TO 65% OF THE BASE DIAMETER



ELEVATION VIEW

PLAN VIEW

DOMES AND DETECTABLE WARNING DETAILS



SECTION A-A

NOTE:  
ALL DETECTABLE WARNING AREAS SHALL START 6 INCHES  
FROM THE FLOW LINE OF THE CURB, AND BE 24 INCHES  
IN DEPTH, AND COVER THE COMPLETE WIDTH OF THE RAMP  
AREA ONLY.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	VIEWS AND DETAILS OF THE DETECTABLE WARNING	SHEET NUMBER
CURB RAMP	DETAILS	1

SPECIAL PROVISION  
SECTION 609  
CURB  
(Reset Curb Type 1)

This Section is revised by the following:

609.08 Resetting Stone or Portland Cement Concrete Curb, Including Terminal Sections and Transitions

a. Removal of Curbing      Add the following sentences to the end of the paragraph:

“Curb not reset, including all terminal sections, shall remain the property of the City of Biddeford. The Contractor shall stack all curb that is not reset at a single location in the City as directed by the Biddeford Department of Public Works.”

609.10 Basis of Payment      Add the following paragraph:

“Delivery and Stacking of curb not reset will not be paid for directly, but shall be considered incidental to Item 609.38 Reset Curb Type 1.”

SPECIAL PROVISION  
SECTION 609  
CURB  
(Vertical Curb Type 1 - Special)

This Section is amended by the addition of the following:

609.10 Basis of Payment

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
609.111    Vertical Curb Type 1 - Special (600 mm)	meter

SPECIAL PROVISIONS  
SECTION 621  
LANDSCAPE  
( Plant Species Specification and Quantities List )

The following list of items provides the estimated quantities for use on this project. The scientific name of the plant material is provided along with the common name in parenthesis.

The contractor shall follow MDOT Standard Specifications for landscape materials and installation procedures (sec 621 ) December, 2002.

The MDOT Landscape Architect or his designee will be available to inspect plant materials and stake the location of plant materials at the time of planting.

Shrubs, groundcovers and perennials shall be planted in mulched beds, Item 621.102: 20cm (8") o.c.; Item 621.552: 76cm (30") o.c.; 621.621.389, 621.414, 621.531, 621.552: 1m (39" ) o.c.; 621.710: 60 cm (24") o.c.

Pursuant to Section 105.4.9 a Two-Year Establishment Period Maintenance Bond will be required. The Establishment Period Payment will be subsequent to bonding requirements.

ITEM NO	Description	Unit	Quantity	Total
621.101	Groundcover Plugs 5.5 cm Peat Pots (2 ¼")	Ea		450
	Vinca minor (Myrtle)		450	
621.202	Md Deciduous Trees 50 mm - 65 mm cal (2" - 2 ½") B&B	Ea		9
	Cornus kousa (Chinese Dogwood)		1	
	Pyrus 'Aristocrat' 'Aristocrat' Flowering Pear		2	
	Syringa reticulata (Japanese Tree Lilac)		6	
621.273	Large Deciduous Trees 50 mm - 65 mm cal B&B (2" -2 ½") B&B	Ea		1
	Acer rubrum 'Red Sunset' ( 'Red Sunset Swamp Maple)		1	

Biddeford  
7492.30  
December 12, 2003

621.409	Evergreen Shrubs 750 mm – 900 mm (2 1/2' – 3' ) B&B			15
	Taxus media 'Hatfieldii' (Hatfield Spreading Yew)		15	
621.531	Deciduous Shrubs 380 mm – 450 mm (15' – 18'') Group A			90
	Ilex crenata compacta (Dwarf Inkberry)		66	
	Spiraea b. 'Anthony Waterer' ( 'Anthony Waterer' Spiraea)		24	
621.540	Deciduous Shrubs 450 mm - 600 mm (18'' – 24'') cont.	Ea		63
	Spirea b. 'Anthony Waterer' ( 'Anthony Waterer' Spirea)		18	
621.546	Deciduous Shrubs 600 mm - 900 mm (2' – 3') B&B	Ea		7
	Euonymus alatus compacta (Dwarf Burning Bush)		2	
	Forsythia suspensa 'Meadowlark' 'Meadowlark Weeping Forsythia'		5	
621.710	Herbaceous Perennials No. 1 Cont. (200 mm)	Ea.		60
	Hemerocallis cv. 'Catherine Woodbury' 'Catherine Woodbury' Daylily		20	
	Hemerocallis cv. 'Happy Returns'		20	
	Hemerocallis cv. 'Hyperion'		20	
621.80	Establishment Period (Two Year)	LS	1	1

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**SPECIAL PROVISION**  
**SECTION 634**  
**Highway Lighting**  
**Remove and Reset Light Poles**

**Description:** This work will consist of removing and relocating light poles and foundations and installing necessary wiring to energize them. The existing 5 Points Market Place foundations are concrete, approximately 610mm square and 1,000mm high. The McDonald's foundations are metal, approximately 450mm square at the bottom and 375mm at the top and 600mm high. Both support metal ornamental light poles approximately 5.5m high with luminaries on them. The contractor shall install new foundations (to match the ones they are replacing) and remove all the existing light pole foundations found within the parking lot reconstruction area. The light poles and foundations will be located 10 meters or less from their existing locations as shown on the plans unless directed otherwise by the property owner or Engineer. The contractor shall guarantee stability of the foundations for a period of two (2) years.

**Construction Requirements:** The relocated light poles and foundations shall be installed in accordance with Section 634 and 626 and any applicable portions of the Standard Specifications and the Standard Details.

**Methods of Measurement:** The removal and resetting of light poles and foundations shall be measured for payment by the unit, each, satisfactorily installed and operating.

**Basis of Payment:** Payment will be made for removal and resetting of each light pole, foundation and reenergizing the lights. This payment shall include all material, labor and equipment necessary to remove all existing foundations within reconstruction area, construct new foundations, install light poles and luminaries and reenergize the lights. Any rewiring, conduit replacement or other work needed to complete the lighting relocation shall be incidental to this item and no separate payment shall be made.

Payment will be under:

Item No.	Description	Unit
634.208	Remove and Reset Light Pole	Each

January 29, 2004  
Supercedes  
December 1, 2002

SUPPLEMENTAL SPECIFICATION  
SECTION 643  
TRAFFIC SIGNALS

Under 643.023 Design and Fabrication, add the following to the end of the first paragraph:

Cantilevered signal support structures with mast arms shall be classified as Fatigue Category III with Fatigue Importance Factors ( $I_f$ ) of 0.59 for Natural Wind Gusts and 0.68 for Truck-Induced Gusts unless specified otherwise on the contract plans.

If Category II is specified on the contract plans, the Fatigue Importance Factors ( $I_f$ ) shall be 0.80 for Natural Wind Gusts and 0.84 for Truck-Induced Gusts. If Category I is specified on the contract plans, the Fatigue Importance Factors ( $I_f$ ) shall be 1.0 for Natural Wind Gusts and 1.0 for Truck-Induced Gusts.

Designing for fatigue induced by Galloping or Vortex Shedding is not required for traffic signal structures with mast or bracket arms.

WD/brdgprgm

SPECIAL PROVISION  
SECTION 645  
HIGHWAY SIGNING  
(Overhead Lane Use Sign Assembly)

This Section is revised by the following:

645.08 Method of Measurement      Add the following sentences to the end of the paragraph:

The overhead lane use sign assembly will be measured for payment by each unit in place.

645.09 Basis of Payment      Add the following sentences to the end of the paragraph:

The overhead lane use sign assembly will be paid for at the contract unit price each. Payment will be full compensation for furnishing all materials including, but not limited to, the strain poles, span wire, stabilizing span wire, guy wires, mast arm poles, mast arms, foundations, lane use signs and sign hangers, and all appurtenances and incidentals required for a complete functioning installation per location.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
645.121    Overhead Lane Use Sign Assembly	Each

January 29, 2004  
Supercedes  
December 1, 2002

SUPPLEMENTAL SPECIFICATION  
SECTION 645  
HIGHWAY SIGNING

Under 645.023 Support Structures, add the following to the first paragraph just prior to the last sentence:

Minimum fatigue design default values for cantilever & butterfly sign support structures shall be classified as Fatigue Category I with Fatigue Importance Factors (  $I_f$  ) of 1.0 for Galloping, 1.0 for Natural Wind Gusts and 1.0 for Truck-Induced Gusts. Bridge type sign support structures supporting variable message signs (VMS) shall also use this fatigue criteria in their design.

Minimum fatigue design default values for bridge type structures, without VMS, shall be classified as Fatigue Category II with Importance Factors ( $I_f$ ) of 0.65 for Galloping, 0.75 for Natural Wind Gusts and 0.89 for Truck-Induced Gusts.

Under 645 Support Structures, b. Bridge, Cantilever, and Butterfly Type Sign Supports, modify the 1<sup>st</sup> sentence in paragraph 2 to read:

“Signs shall be placed on the support structure such that the bottom edges are aligned (unless written consent from the Fabrication Engineer is obtained), while accommodating the minimum height requirement (see Subsection 645.06).

Modify the 4<sup>th</sup> sentence of paragraph 2 to read:

“This additional theoretical sign load shall be computed by: For single signs increasing the sign widths an additional 25% without changing the horizontal midpoint of the sign; For multiple signs the sign widths shall be increased 25% toward the outside sign edges. The height shall be increased 25% without changing the bottom edge elevation of the signs.”

Under 645.06 Installation of Type I Signs, b. Sign Panels, modify the 4<sup>th</sup> sentence of the 1st paragraph to read:

“Sign panels on overhead structures shall provide a minimum vertical clearance of 18 feet to the highest point of the roadway surface under the sign(s).

WD/brdgprgm

SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC

652.2.2 Signs – add the following to this section.

“Approaches

Approach signing shall include the following signs shown on the Standard Maintenance of Traffic in Construction Zones for “Project Approach Signing – Two Way Traffic”.

- Road Work Ahead
- Road Work 1000 Feet
- Road Work 500 Feet with 25 MPH Advisory Speed Plate
- End Road Work

Work Areas

At each work site, signs and channelizing devices as shown on the Standard Maintenance of Traffic in Construction Zones shall be used as directed by the Resident.

Signs include:

- End Work Zone Speed
- Work Zone
- Speed Limit Plate
- Fines Doubled
- Work Area Ahead with 25 MPH Advisory Speed Plate
- Work Area Ahead
- One Lane Road Ahead
- Flagger Sign
- Trucks Entering
- Be Prepared to Stop

Other typical signs include:

- Pavement Ends
- Sidewalk Closed
- Sidewalk Closed Use Other Side
- Pedestrians Pass At Own Risk
- Low Shoulder
- Directional Arrows
- Bump

The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.”

652.3.1 Responsibility of the Department - Replace this section with the following:

“The Contractor shall develop a project specific Traffic Control plan and Construction Sequence plan to address the criterion listed below.

- a. The Contractor shall maintain a minimum roadway width of 7 m [22 feet] for two-way traffic on both US Rte 1 and Rte 111 during construction and at all times when the Contractor is not working. If one-way traffic is approved by the Resident for a specific short term work effort, such as installing a drainage cross pipe, travel through the work area shall be controlled by flaggers (or Police Officers if the US Rte 1 & Rte 111 intersection is involved) and the minimum roadway width shall be 4.25 m [14 feet]. Flaggers (Police Officers) equipped with radios, field telephones or other means of direct communication shall be used to control one way traffic during paving operations and at other times when directed by the Resident.
- b. The Construction Sequence plan shall identify specific locations and construction limits that will be worked on per phase. The work areas per phase shall be contiguous and limited to one side of a road at any one time.
- c. The Construction Sequence plan shall include a schedule that will be formally updated by the Contractor and submitted to the Resident on a monthly basis. The schedule will be discussed and updated manually during the weekly project meeting.
- d. Local concerns and issues that will need to be considered during the development of the construction sequence and traffic control plans include:

Work that will impact the US Rte 1 or Rte 111 travel-way shall not be allowed from 3:00pm Friday until 6:00am Monday, except to address emergency or maintenance problems. This includes any temporary lane or roadway closures.

The Friday 3:00 pm work termination shall be enforced from June 4, 2005 thru Sept. 10, 2005. Before or after this period, Friday work can be extended from 3:00 pm until the normal daily termination of 7 pm.

Only one construction phase shall be worked on at any one time. A phase must be complete and approved by the Resident prior to beginning work on another phase. The Resident shall be solely responsible for determining when the current phase is complete and acceptable to accommodate traffic flow. Completion shall include but not limited to the placement of base or temporary pavement and temporary pavement markings.

Removal of the concrete pavement under US Rte 1 shall be specifically addressed in the construction sequence plan. It shall include but not be limited to the limits of concrete removal per phase.

Construction phases should be associated with the approaches to the 5 Points intersection. Consideration of the following sequence is recommended:

- Begin construction on the west side of US Rte 1. This would include construction work and drainage installation in the McDonalds parking lot, Access Drives A & B, and the widening of US Rte 1 southbound and Rte 111 westbound.
- Once this was complete, the contractor could move on to widening West St. Two-way traffic will allow more flexibility for alternate traffic routes.
- Next, focus on widening the east side of US Rte 1, construction on the Sunoco property, and the construction work in the Duplex and Credit Union parking lots.
- Once the US Rte 1 northbound work is complete, work on Rte 111 east could begin. Widening of the Rte 111 westbound approach followed by the eastbound lane.
- With the intersection approach work complete, reconstruction of the existing roadway, including concrete pavement removal could commence.

Access to all residential and commercial properties shall be maintained. The construction sequencing shall be developed to provide businesses with uninterrupted access at all times during and after construction hours. The contractor shall be responsible for any temporary signage needed to direct customers to temporary access points. The contractor shall notify the abutters at a minimum of two days prior of any impact or change to property access.

Night work may be allowed for specific construction tasks at the discretion of the Resident and with the approval of the City of Biddeford. If requested, the specific task and duration shall be submitted to the Resident for review and approval and the Contractor shall obtain a waiver from the City ordinance that controls work hours.

Complete closure of specific roadway segments may be considered if proposed and approved as part of the construction sequence plan. If road closure is approved, the Contractor shall meet the following requirements:

- Access to all properties within the closure area shall be provided at all times,
- No work outside the closure area will be allowed until the roadway work is approved by the Resident and reopened to travel,
- The road closure shall not exceed 10 calendar days,
- The contractor shall pay the Department \$ 5000.00 per calendar day that the closure exceeds the 10 day maximum.

Traffic signal control of the US Rte 1, Rte 111 and West Street approaches to the 5 Points intersection shall be maintained throughout the project. During construction, the signal may be placed into flashing operation, during working hours only, if Biddeford Police Officers are contracted to direct traffic. Temporary traffic control signals shall be in operation at the new US Rte 1 & Rte 111/Access Drive "A" intersection prior to using the Access Drive approach.

The Contractor shall provide a procedure to notify an authorized representative of the Southern Maine Medical Center prior of any proposed changes to traffic operation that may impact emergency access to the Medical Center, including, but not limited to, detours and lane restrictions. The Contractor shall also notify the Medical Center prior to any blasting operations."

652.3.3 Submittal of a Traffic Control Plan – Replace the first sentence with the following:

"The Contractor shall submit at or before the Preconstruction meeting (and at a minimum 3 weeks before any scheduled work) a Traffic Control Plan and Construction Sequence plan that provides the following information to the Department:"

652.3.3.a.1 - Add the following section after section a:

"The contractor shall assign a person responsible for, and with the authority to, resolve all emergency or maintenance problems, 24 hours per days/ 7 days a week. The name, telephone number and other contact numbers (cellular phone, pager etc) of this person shall be provided to the Resident and the City of Biddeford."

652.3.3.c - Replace this section with the following:

"In order to maintain uninterrupted two-way traffic flow thru the project area, a phased, task and location specific, construction sequence plan will need to be implemented. The Contractor shall develop a formal Construction Sequencing plan and schedule in conjunction with a Traffic Control plan. These shall be submitted to the Resident for review and approval. This information shall be provided to the Resident a minimum of

three weeks prior to the planned start of any construction and shall be approved prior to the Contractor receiving the final notice to proceed with construction. The contractor shall work with the Resident and City Officials as needed to refine the Construction Sequence and Traffic Control plans prior to their approval. The Resident shall make an effort to approve the plans within three weeks but shall not be bound by this duration. The Resident's primary concern shall be making sure a feasible work plan is developed that will get the project constructed and will maintain access to abutting properties while minimizing impacts to through traffic flow. The use of any City streets as a detour route shall require written approval from the City of Biddeford."

652.3.3 add the following to the beginning of the paragraph that follows section j.

"The Contractor shall be responsible for providing the Department a traffic control plan that is designed by a Registered Professional Engineer and which reflects the construction sequencing plan that is prepared by the Contractor. The traffic control plans and construction sequence plans shall be approved by the Resident Engineer and Division Traffic Engineer prior to commencing any construction activity on the project. The traffic control plans shall be based on the Departments Standard Details for Traffic Control but shall be specific to the construction activity proposed under the project construction sequence plan. MDOT approved concrete barrier shall be provided to protect vehicles from steep slopes or other obstructions within the clear zone as indicated on the Contractor's traffic control plan or as directed by the Resident."

652.3.4 General -

The 3rd paragraph shall be replaced with the following:

"The Contractor shall not store material nor park equipment within 3 m [10 feet] of the edge of the established travel lanes. Equipment parked overnight within 7.5 m [25 feet] of the edge of a travel lane shall be clearly marked by channelizing devices or other reflective devices."

Insert the following paragraph between the 3<sup>rd</sup> and 4<sup>th</sup> paragraph:

"Aggregate subbase course shall be placed as soon as possible after excavation and acceptance of the subgrade, and the "torn up" area left overnight between the beginning of the excavation and the complete aggregate subbase course shall not exceed 15 m [50 feet]."

Add the following to the 4<sup>th</sup> paragraph between *include* and *Vertical* :

"Type I Barricades, Type II Barricades, Temporary Concrete Barriers"

Add the following between paragraph 5 and 6:

“The Contractor shall be responsible for maintaining all existing signs during construction, including removing and resetting. At the completion of the project, the Contractor shall deliver all signs to the Dunston Maintenance Facility in Scarborough.”

Add the follow after the last paragraph:

“A temporary centerline of reflectorized traffic paint shall be marked each day on all new pavement to be used by traffic. The temporary centerline shall conform to the standard markings patterns used for permanent markings and will be paid for under Pay Item 627.76. Failure to apply a temporary centerline daily will result in suspension of paving until temporary markings are applied to all previously placed pavement.

The Contractor shall sign all approved reduced speed limits on construction project according to APM #431 – A Policy o the Establishment of Speed Limits in Work Zones.”

Section 652.7 Method of Payment: Delete this section in its entirety and replace with the following.

“Portable-Changeable Message Signs shall be measured by each unit authorized and used on the project. This shall include all labor, equipment and materials to transport, setup, change messages and maintain the signs. The sign usage for payment will be measured based on the numbers of signs used per month as directed by the Resident.

The accepted quantity for Police, Traffic Control Officer and flagger time will be the number of hours the designated station is occupies. The number of hours authorized for payment will be measured to the nearest  $\frac{1}{4}$  hour.

The preparation and implementation of the traffic control plan to maintain traffic flow for the duration of the project contract shall be paid as a lump sum. It shall include all labor, equipment and materials to implement and maintain the traffic control in a safe, all weather condition. Material shall include but not be limited to temporary concrete barriers, signs, and the development of the traffic control plans that shall be construction sequence specific. Barricades, drums, and cones will be measured by each unit authorized.”

Section 652.8 Basis of Payment: Delete this section in its entirety and replace with the following.

“The accepted quantity for Portable-Changeable Message signs will be paid for at the contract unit price each for the actual number of signs authorized, furnished and used per month as directed by the Resident. Such payment shall be full compensation for all incidentals necessary to install and maintain the devices.

The accepted quantity for Police, Traffic control Officers and flaggers will be paid for at the contract unit price fro the actual time authorized hours measured to the nearest  $\frac{1}{4}$  hour.

All labor, equipment and materials needed to implement and maintain the traffic control plans shall be incidental to this item. Payment for the monthly schedule update shall be included as part of this item. Failure to provide timely updates shall result in a deduction of \$ 500.00 per occurrence. The accepted quantity of barricades, drums, and cones will be paid for at the contract unit price each for the actual number of devices authorized, furnished and installed. Such payment shall be full compensation for all incidentals necessary to install and maintain the respective devices.”

**SPECIAL PROVISION**  
**SECTION 656**  
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

**Procedures specified shall be according to the BMP Manual unless stated otherwise.**

Delete the last sentence of Section 656.4.4, which reads, "After Final Acceptance of the project, the Contractor must submit the log to the Department which will become the property of the Department."

Any and all references to "bark mulch" or "composted bark mix" shall be a reference to "Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch*.

**Project Specific Information and Requirements**

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

1. This project is within the watershed of Thacher Brook, rated Class B for good water quality. The closed drainage system outlets into a brook which flows into Thacher Brook.
2. Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
3. The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets. This will be the most important part of the plan.
4. Dust control items other than those under *Standard Specification, Section 637 – Dust Control*, if applicable, shall be included in the plan.
5. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.

**SPECIAL PROVISION**

**SECTION 656**

Temporary Soil Erosion and Water Pollution Control

6. Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.

7. Before April 1 or after November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75. The Contractor shall describe the winter stabilization methods in the plan.

SPECIAL PROVISION  
SECTION 841

(Bollard)

DESCRIPTION

This work shall consist of installing galvanized steel bollards with 6 mm galvanized steel chain and cap and associated hardware necessary to complete the work. All earth work, excavation and compacted backfill shall be incidental to the bollard.

CONSTRUCTION

Galvanized Steel Bollards shall be spaced as shown on the plans. Locations shown on the plans are approximate and final locations shall be adjusted in the field.

METHOD OF MEASUREMENT

Bollards and all necessary incidentals to complete the work shall be paid for by the each complete and accepted in place.

BASIS OF PAYMENT

The quantity of bollards will be paid for by the contract unit price for each installation. Such payment will be full compensation for all labor, excavation, back-fill, tools, associated hardware, and any other incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
841.48    Bollard	Each

**PROJECT MANUAL  
& ADDITIONAL SPECIFICATIONS**  
for the Construction of

**Contract A – Sanitary Sewer Replacement Project**  
(Alfred & Elm Street)

**Contract B – Storm Sewer Replacement Project**  
(Harvard Street)

**BIDDEFORD, MAINE**

**In conjunction with the  
5 Points Intersection Reconstruction Project**

**Prepared By:**

**The City of Biddeford's Engineering Department  
P.O. Box 586  
Biddeford, ME 04005  
Telephone: (207) 248-9118  
Fax: (207) 286-9388**

**Date of Issue: May 21, 2004**

**SECTION 00002**  
**PROJECT DIRECTORY**

- |   |                                  |                                                                                                                                                               |
|---|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Owner                            | City of Biddeford<br>205 Main Street<br>Biddeford, Maine 04005<br>Ed Clifford City Manager (207) 284-9313                                                     |
| 2 | Director of Public Works         | Guy Casavant, (207) 282-1579                                                                                                                                  |
| 3 | City Engineer                    | Thomas Milligan, (207) 284-9118                                                                                                                               |
| 4 | Community Development Department | City of Biddeford<br>P O Box 586<br>Biddeford, Maine 04005<br>Robert Dodge, (207) 282-7119                                                                    |
| 5 | Engineer                         | City of Biddeford Engineering Department<br>205 Maine Street<br>P O Box 586<br>Biddeford, Maine 04005<br>Jennie Franceschi (Planning Engineer) (207) 284-9118 |
| 6 | Wastewater Treatment Facility    | O M I, Inc<br>Water Street<br>Biddeford, Maine 04005<br>(207) 282-1350                                                                                        |
| 7 | Electric                         | Central Maine Power<br>438 Sanford Road<br>Alfred, ME 04002<br>(207) 490-3002                                                                                 |
| 8 | Telephone                        | Verizon<br>Attn Marty Pease – Outside Plant Engineer<br>5 Davis Farm Road<br>Portland, ME 04103<br>(207) 797-1170                                             |

- |    |           |                                                                                                 |
|----|-----------|-------------------------------------------------------------------------------------------------|
| 9  | Gas       | Northern Utilities Inc<br>1075 Forest Avenue<br>Portland, ME 04103<br>(207) 797-8002            |
| 8  | Water     | Biddeford Saco Water Company<br>181 Elm Street<br>Biddeford, ME 04005<br>(207) 282-1543         |
| 9  | Cable T V | Time Warner Cable<br>118 Johnson Road<br>Portland, ME 04102<br>(207) 253-2222<br>(207) 253-9971 |
| 10 | Dig Safe  | 1-800-334-7233                                                                                  |

**END OF PROJECT DIRECTORY**

**SECTION 00005  
TABLE OF CONTENTS**

**Division 0 - Bidding and Contract Requirements**

00001	Cover Page
00002	Project Directory
00005	Table of Contents
00020	Invitation to Bidders – Not Applicable (N/A)
00100	Instructions to Bidders
00300	Bid – N/A
00301	Bid Bond – N/A
00500	Agreement – N/A
00610	Performance Bond – N/A
00620	Payment Bond – N/A
00630	Notice of Award – N/A
00640	Notice to Proceed – N/A
00650	Change Order Form – N/A
00700	General Conditions – N/A
00800	Supplementary Conditions

**Division 1 - General Requirements**

01010	Summary of Work
01020	Special Attention
01040	Job Superintendent – N/A
01045	Cutting and Patching
01050	Field Engineering – N/A
01150	Measurement and Payment
01152	Applications for Payment – N/A
01200	Project Meetings
01310	Construction Schedules – N/A
01340	Shop Drawings, Product Data, and Samples
01370	Schedule of Values – N/A
01410	Testing Laboratory Services
01500	Temporary Facilities – N/A
01530	Barriers – N/A
01570	Traffic Regulation – N/A
01590	Field Offices and Sheds – N/A
01600	Material and Equipment
01700	Project Closeout – N/A
01710	Cleaning – N/A
01720	Project Record Documents

**Division 2 - Site Work**

02010	Subsurface Investigation
02100	Site Preparation – N/A
02200	Earthwork – N/A
02270	Rip-Rap & Stone Lined Ditches – N/A
02380	Cofferdams and Excavation Support Systems – N/A
02400	Drainage
02480	Landscaping – N/A
02510	Paving – N/A
02525	Curbs – N/A
02560	Railroad Crossing – N/A
02601	Manholes and Catch basins
02610	Pipe and Fittings
02611	Water Mains and Appurtenant Structures

**Division 3 - Concrete**

03100	Concrete Formwork – N/A
03200	Concrete Reinforcement – N/A
03250	Concrete Accessories – N/A
03300	Cast-In-Place Concrete – N/A

**Division 4 - Masonry**

04200	Unit Masonry – N/A
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**Division 5 - Metals**

05000	Miscellaneous Metals
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**Division 6 - 16 Not Included**

**END OF TABLE OF CONTENTS**

## SECTION 00100

## INSTRUCTIONS TO BIDDERS

## 1 Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 5646S (1978 editions) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

## 2 Copies of Bidding Documents

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid). The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after opening of Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids, neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## 3. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

## 4 Examination of Contract Documents and Site.

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.3 On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

4.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Supplementary Conditions, General Requirements or Drawings.

4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## 5 Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## 6 Bid Security

6.1 Bid Security shall be made payable to Owner, in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned, if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award. Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

## 7 Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

## 8 Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Agreement.

## 9 Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or

s specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.7, 6.7.1 and 6.7.2 of the General Conditions which may be supplemented in the General Requirements

#### 10 Subcontractors, etc.

10.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

10.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

#### 11 Bid Form

11.1 The Bid Form is attached hereto, additional copies may be obtained from Engineer.

11.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals. In case of a conflict, words will take precedence.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear

under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

#### 12. Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

#### 13 Modification and Withdrawal of Bids

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

#### 14 Opening of Bids

Bids will be opened (publicly)

14.1 When Bids are opened publicly they will read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

14.2 When Bids are opened privately an abstract of the same information will (not) be made available to Bidders within seven days after the date of Bid opening.

#### 15 Bids to Remain Open

All Bids shall remain open for sixty days after the day of the Bid opening, but Owner may in his sole discretion release any Bid and return the Bid Security prior to that date.

#### 16 Award of Contract

16.1 Owner reserves the right to reject any and all Bids to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids Owner shall consider the qualifications of the Bidders whether or not the Bids comply with

the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

16.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

16.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

16.6 If the contract is to be awarded it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

## 17 Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner it shall be accompanied by the required Contract Security.

## 18 Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

**SECTION 00100**  
**INSTRUCTIONS TO BIDDERS**  
(Continued)

**19. Balanced Bid**

All unit price bid amounts shall be balanced. Balanced bid shall be, within reason, close to current industry standard rate for each unit. The Owner may disqualify any bids for being unbalanced. In the event a disagreement arises between the Owner and Bidder as to what constitutes an unbalanced bid, the final determination shall be made by the Engineer.

**20. Changes to Unit Price**

Unit price amounts will not be adjusted because of change of quantity, regardless of the change to the quantity.

**21. Safety Standards and Accident Prevention**

With respect to all work performed under this contract, the contractor shall

- a) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.
- b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c) Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

## **22. SPECIAL NOTES**

- A Completion Dates
  - 1 Contract A – Sanitary Sewer reconstruction  
All work must be completed within MDOT Five Point Intersection Project Schedule
  - 11 Contract B – Stormwater Sewer Reconstruction  
All work must be completed within MDOT Five Point Intersection Project Schedule
- B The City of Biddeford reserves the right to reject any or all bids without recourse by the bidder, to waive any technical or legal deficiencies, to accept any bid that it may deem to be in the best interest of the City of Biddeford, to negotiate the contract price with the Bidder, and to omit any time or items deemed advisable to the interest of the City of Biddeford
- C All work to be done in conjunction with these two Contracts (A & B) shall be in accordance with the City of Biddeford's specifications. Work not covered by the City specifications shall be done in accordance with Maine Department of Transportation (MDOT) Standard Specifications for Highways and Bridges
- D Reference shall be made to the MDOT specifications for General Conditions, Supplementary General Conditions and other sections as applicable
- E All work associated with Contracts A & B shall be coordinated with all other elements of the Five Point Reconstruction Project
- F All sewers must be kept in service during the replacement and relocation work
- G Whenever the words "remove" or abandoned" are used in reference to existing pipes or structures, it shall mean that manholes shall be removed completely or broken within 36" of the finish grade, sewer lines plugged with concrete and the empty structure filled with compacted granular material. (Plugging existing, soon to be abandoned sewer services is not included in the per unit item, if a bid item exists for "concrete plugs" ) The word plugged means to fill and seal with concrete
- H All construction and site alterations shall be completed in accordance with the erosion control prevention provisions outlined in the Maine Erosion Control Handbook For Construction – Best Management Practices, latest edition
- I See MDOT project plans for additional site information and details
- J Contractor, with aid of the City, shall locate house sewer connections prior to Construction

**END OF SECTION**

## **SECTION 00800 SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions, which are not amended or supplemented, remain in full force and effect.

### **1 INSURANCE**

The minimum limits of liability for the Contractor's insurance coverage shall be as follows:

Worker's Compensation	Statutory
Employer's Liability	Statutory
Contractor's Public Liability	\$1,000,000/\$1,000,000
Contractor's Property Damage	\$1,000,000/\$1,000,000
Automobile Property Damage	\$1,000,000/\$1,000,000
Automobile Public Liability	\$1,000,000/\$1,000,000
Builder's Risk	Insurable Value of Contract
Flood Insurance	Insurable Value of Contract

Engineer and City of Biddeford, and any representative or employee of the Engineer and City shall be named "additional insureds" on Contractor's policies. Submit certificates of insurance prior to executing agreement.

### **2 RETENTION FROM PROGRESS PAYMENTS**

The Owner may retain a portion of the amount otherwise due to Contractor as follows:

- A OWNER will make progress payments on account of the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of work measured.
- B Retention from progress payments will be described below. The Owner will not pay interest on retainage.
- C Retainage shall be 10% of the monthly payments claimed.
- D After construction is 50% complete, and provided the Contractor has performed to the satisfaction of the Engineer and provided further that there is no specific cause for greater retainage, no further retainage will be withheld.

E Upon substantial or final completion, the amount of retainage will be reduced to 2% of the total amount due the Contractor plus an additional retainage based on the Engineer's estimate of the fair value of the punch list items and the cost of completing specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid for out of the retainage until the entire project is declared completed. The final 2% retainage shall be held during the one-year warranty period and released only after the project has been accepted by the Owner.

3 Arbitration Article 16, Arbitration of the General Conditions is deleted

4 NON-DISCRIMINATION

The Contractor shall comply with the President's Executive Order 11246 and amendments or supplements to that Executive Order.

5 CHANGE ORDERS

A Amount of Compensation The ENGINEER may at any time by written order and without notice to the sureties require the performance of such extra work or changes in the work as may be found necessary or desirable. The amount of compensation to be paid to the CONTRACTOR for any extra work so ordered shall be made in accordance with whichever of the following plans the ENGINEER elects:

1 A price agreed upon between the parties and stipulated in the order for the extra work.

2 A price based on the unit prices of the Contract.

3 A price determined by adding 15% to the "reasonable cost" of the extra work performed, such "reasonable cost" to be determined by the Engineer in accordance with the following:

a In arriving at the "reasonable cost" for the purposes of the above, the ENGINEER shall include the reasonable cost to the CONTRACTOR of all materials used, of all labor, common and skilled, of foreman, trucks, and the fair-market rental rate for all machinery and equipment for the period employed directly on the work. The reasonable cost for extra work shall include the cost to the CONTRACTOR of any additional insurance that may be required covering public liability for injury to persons and property, the cost of Workman's Compensation Insurance, Federal Social Security, and any other costs based on payrolls, and required by law.

- b The cost of extra work shall not include any cost or rental of small tools, buildings, or any portion of the time of the CONTRACTOR, his project supervisor or his superintendent, or any allowance for use of capital or the premium on the bond as assessed upon the amount of extra work, these items being considered covered by the fifteen percent (15%) added to the "reasonable cost"

B Subcontractors In the case of extra work which is done by Subcontractors, whether these are under the specific contract items provided herein, or otherwise if so approved by the ENGINEER, the 15% added to the reasonable cost of the work will be allowed only to the Subcontractor On such work an additional 5% of the reasonable cost before addition of the 15% will be paid to the CONTRACTOR for his work in directing the operations of the Subcontractor and for any overhead involved

## 6 DISPOSAL OF EXCAVATED MATERIALS

The CONTRACTOR shall dispose of all surplus material The Contractor shall obtain and pay for any and all permits necessary for disposal sites Sites shall be graded, restored, loamed and seeded unless otherwise permitted by Engineers See Section 01020, 2 4

## 7 PERMITS

The Owner has or is in the process of obtaining the following permits None

All other permits, fees, or charges from governmental bodies, public agencies, and utilities shall be the responsibility of the Contractor This shall include but not necessarily be limited to

- A Building Permits
- B Electrical Permits
- C Utility Fees
- D Disposal Fees
- E Street Opening Permits
- F Utility Location Permits
- G Railroad
- H Sewer Permit
- I Curb Cut Permit

**END OF SECTION**

## SECTION 01010 SUMMARY OF WORK

### 1 1 CONTRACT DOCUMENTS

Attention shall be directed to the General Conditions for the definition of the Contract Documents. The Contract Documents shall govern the work covered in all parts of these specifications.

### 1 2 SPECIFICATION ARRANGEMENT

Titles to and arrangements of sections and paragraphs in these specifications are used merely for convenience and shall not be taken as a correct or complete segregation of the several categories of materials, equipment, and labor, nor as an attempt to outline or define jurisdiction procedures.

### 1 3 INTENT

The entire work provided for in these technical specifications and on the drawings shall be constructed and finished in every respect in a good workmanlike and substantial manner. All parts necessary for the proper and complete execution of the work, whether the same may have been specifically mentioned or not, or indicated on the drawings, shall be done and furnished and installed in a manner corresponding with the rest of the work as if the same were particularly described and specifically provided for herein.

It is not intended that the drawings shall show every detailed piece of material or equipment, such parts and pieces as may be necessary to satisfactorily complete any system in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed. All materials and equipment shall be new unless specifically stated otherwise in these Contract Documents.

### 1 4 SCOPE

The work required by these specifications shall include furnishing all labor, skill, supervision, tools, construction plant, equipment, and materials and performing all operations necessary for the properly completed contract work as shown on the drawings, as mentioned in these specifications, and as evidently required with all incidental work necessary and customarily done to the complete satisfaction of the Owner and Engineer.

### 1 5 GENERAL DESCRIPTION OF WORK Five Point Intersection Reconstruction Project - Stormdrain/Sanitary Sewer Separation Project consists of two contracts. Contract A- Sanitary Sewer Replacement on Alfred & Elm Street (including ancillary storm sewer replacement work) and Contract B - Storm Sewer Replacement Project on Harvard Street. Both contracts shall include all work shown on the plans to install all main stormdrain/sanitary sewers, horizontal sanitary/stormdrain, sewer manholes, trench patching and associated work.

### 1 6 COMPLETION DATE

All contract work shall be completed within the time limits stated in the Bid.

## END OF SECTION

**SECTION 01020  
SPECIAL ATTENTION**

**PART 1 - GENERAL**

This section is intended to complement and provide additional information. The Contractor is advised to review the other related section of the documents.

**1.1 DESCRIPTION**

- A This project is to be constructed in accordance with the State of Maine Department of Transportation Standard Specifications for Highway and Bridge Construction, latest revision. Where discrepancies occur between the plans and the State Specifications, the plans shall govern. Division 100 - General Provisions, of the State Specifications, except those sections, which refer directly to the technical specifications, shall be deleted for this contract. Any reference therein to the State of Maine Department of Transportation shall be interpreted to mean the City of Biddeford.
- B The location of all existing utilities shown on the plans is approximate. The Contractor is responsible for coordinating with the City of Biddeford, the Biddeford & Saco Water Co., Central Maine Power, Verizon, Northern Utilities and Time Warner Cable (cable television) for the location of all existing utilities.

**1.2 WORK ON PRIVATE PROPERTY**

- A The Contractor shall be responsible for securing permission and releases from private property owners prior to Contractor performing the required work on private property.
- B Contractor shall not enter upon private property until such evidence of permission from the property owner has been presented.
- C At the completion of work, all property shall be restored to its original condition to the satisfaction of the Engineer.

**1.3 MAINTENANCE OF TRAFFIC AND ACCESS**

- A The Contractor shall provide all traffic control materials, signage, methods and personnel. Contractor shall maintain a minimum of two traffic lanes on all streets during the course of the work, unless otherwise approved by the Engineer. If temporary detours are required, the detour pattern shall be reviewed and approved by the Engineer, Director of Public Works, Fire Chief and Police Chief, prior to utilization. See Section 01570.

- B The City reserves the right to require that uniformed, City Police officers, be employed to direct traffic. The use of such City Police shall be at the discretion of the Engineer and be paid by the Contractor. The Contractor shall reimburse the City for the use of a City Police Officer at the unit rate of \$38.00 per hour (Minimum of 4 hours). Payment will be provided by change order. Police require 5 days notice.
- C Contractor shall maintain pedestrian and vehicular traffic to residences and businesses throughout the term of the Contract. Vehicular access may be temporarily closed during work hours if approved by Engineer but must be maintained open during the hours the Contractor is not working on the project site. Contractor is to notify 24 hours in advance owner of residence or business when access is to be interrupted.

#### 1.4 SCHEDULE

- A Contractor shall have substantial completion by \_\_\_\_\_ and final completion by \_\_\_\_\_ (Assuming contract signing by \_\_\_\_\_)

#### 1.5 LIQUIDATED DAMAGES

- A Should the Contractor fail to meet the schedule as stated above, the Owner shall assess liquidated damages in the amount of \$500.00 per day for each day the contract work remains incomplete.
- B Any delays, which are not the responsibility of the Contractor, as determined by the Engineer, shall be added to the period specified above.

### PART 2 - SPECIFIC

#### 2.1 STREET SIGNAGE

- A The Contractor will replace all street signs within the project area after completion of the project.
- B The Contractor shall be responsible for all temporary signage including traffic control signage, stop signs, street signs, detours, safety signage, etc. The contractor shall remove existing signage as needed and deliver it to the staging area for City pick up.

#### 2.2 STREET STRIPING

The Contractor will perform all street striping work including cross walks after the completion of project.

2 3 PERFORATED STORM DRAIN PIPING

*(NOT APPLICABLE)*

2 4 CONSTRUCTION DEBRIS, UNSUITABLE MATERIAL AND GRANITE CURB DISPOSAL

- A Contractor must furnish owner with a list of all disposal sites for construction debris. All disposal sites shall be approved by OWNER. CONTRACTOR shall be fined \$500.00 per day for each day CONTRACTOR dispose of debris at an unapproved site.
- B OWNER may retain the right to any unsuitable material.
  - 1 The on-site representative of OWNER and/or ENGINEER shall identify material to be retained by OWNER. CONTRACTOR shall deliver all unsuitable material retained by OWNER to a site designated by OWNER and/or ENGINEER.
  - 2 CONTRACTOR must furnish OWNER with a list of all disposal sites for unsuitable material. Unsuitable material not retained by OWNER shall be disposed of by CONTRACTOR in a site approved by OWNER. CONTRACTOR shall be fined \$500.00 per day for each day CONTRACTOR disposes of unsuitable material at an unapproved site.
  - 3 CONTRACTOR shall furnish OWNER with releases signed by the Property Owner of all properties used as disposal sites. The signed release shall hold the City harmless from any and all damages relating to the disposal for unsuitable materials. No materials may be disposed of until a copy of the release has been forwarded to the City.
  - 4 CONTRACTOR is required to meet all Federal, State and Local Laws or Regulations when disposing of unsuitable materials.
- C The City of Biddeford Public Works Department shall retain ownership for all granite-curb pieces removed during construction. CONTRACTOR shall remove all granite pieces required to construct the project and/or as directed by ENGINEER, deliver it, and stack the granite at a location directed by ENGINEER. Granite other than curbing shall be retained by OWNER at the direction of ENGINEER.
- D The CONTRACTOR shall be responsible for all blasted rock.

## 2.5 TEST PITS

Prior to the commencement of any construction activities on this project, the CONTRACTOR shall excavate test pits in the presence of the City Engineering Department at the locations shown on the plan and/or as may be directed by the Engineer. The test pits are of extreme importance for verifying the design elevations and locations shown on the project plans. CONTRACTOR shall give the ENGINEER 48 hours notice prior to digging the test pits. No Construction activity shall commence until the design has been verified and any appropriate adjustments have been made. ENGINEER shall strive to complete this verification in an expeditious manner.

## 2.6 NATURAL GAS

There are both low-pressure gas distribution lines and a high-pressure gas pipeline located within the project limits. It is the responsibility of CONTRACTOR to contact Dig Safe, Northern Utilities, or Granite State Gas prior to construction.

## 2.7 SANITARY SEWER SERVICE LEADS

- A Service leads shall be 6" diameter SDR 35 PVC Pipe
- B Insert-A-Tee's or other method of connection of service leads to the main sanitary sewer line shall be approved by ENGINEER
- C All connections shall be inspected by ENGINEER prior to backfilling
- D CONTRACTOR shall record swing ties from 2 permanent structures to the connection and shall also obtain an elevation of the top of pipe at the connection. At the end of the project, CONTRACTOR shall furnish copies of the ties and elevations to ENGINEER
- E All services leads shall be replaced/extended to the street right of way line

## 2.8 STORM SEWER SERVICE LEADS

- A Service leads shall be 6" diameter SDR 35 PVC Pipe
- B Saddles or other method of connection of service leads to main storm sewer line shall be approved by ENGINEER
- C All connections shall be inspected by ENGINEER prior to backfilling
- D CONTRACTOR shall record swing ties from 2 permanent structures to the connection and shall also obtain an elevation of the top of pipe at the connection. At the end of the project, CONTRACTOR shall furnish copies of the ties and elevations to ENGINEER

2 9 WATER MAIN, WATER SERVICES

- A CONTRACTOR shall notify the Biddeford and Saco Water Co of all work, and coordinate schedules with the Water Company, as needed
- B CONTRACTOR shall notify all residences and businesses, in the effected area, 24 hours in advance of any planned shutting off of water service

2 10 STAGING AREA

- A The City will not be providing a staging area for this project The CONTRACTOR will be responsible for locating the staging area or areas for this project The CONTRACTOR must supply the City with a copy of the signed Lease Agreement showing the City to be held harmless from any and all damages In the event CONTRACTOR purchases land to be used as a staging area, a copy of the executed deed is to be forwarded to the City
- B This staging is for the exclusive use of CONTRACTOR as a staging area and office trailer site CONTRACTOR shall be responsible for the area during the duration of the project CONTRACTOR shall be responsible for securing the area to prevent public access while the site is in use
- C CONTRACTOR shall be responsible for installing any fencing or other barriers within or around the staging area
- D CONTRACTOR shall install silt fence and other necessary erosion control structures and devices as necessary to prevent any erosion in the staging area and the transport of sediment and/or debris Any erosion control structures shall remain in place throughout the project and guarantee period These items should be included in the site preparation item of the work
- E At the conclusion of the project, CONTRACTOR shall restore the staging area to the condition agreed to by the Property Owner and CONTRACTOR This will include the repair of any damaged fencing, reseeding, regrading and pavement repair All materials shall be removed from the site Cleanup shall be to the satisfaction of ENGINEER and Property Owner
- F There shall be no separate payment for any work associated with the staging area All costs associated shall be figured into and paid under Item 2 - Site Preparation

**2 11 WEATHER DAMAGE**

CONTRACTOR shall be responsible for any damage to the project site caused by weather action on excavation or other exposed area. CONTRACTOR is also responsible for any damage to the staging area and/or trailer site caused by weather action. Repairs to these areas shall be made by CONTRACTOR at no expense to the City.

**2 12 URBAN AREA SAFETY-CHILDREN**

- A The Construction project is located in an urban area where many children are present. CONTRACTOR shall take the utmost care to insure the safety of children both during and after construction hours.
- B CONTRACTOR shall be responsible for keeping all persons not actively working on the project a safe distance from work in progress.
- C ENGINEER may require CONTRACTOR to place barriers around the work, if in his opinion, persons not working on the project are not being kept at a safe distance.
- D If ENGINEER requires the placement of barriers, all work shall cease until such time that the barriers have been placed to the satisfaction of ENGINEER.
- E Barriers, if required, shall be placed at no cost to the City.

**2 13 DUST CONTROL**

CONTRACTOR shall provide for dust control by utilizing proper dust control techniques such as the use of calcium chloride. Dust control method shall be approved by the ENGINEER.

**2 14 CONSTRUCTION SCHEDULE**

CONTRACTOR shall submit to ENGINEER for approval the proposed construction-sequencing schedule prior to the start of any construction activities. This schedule shall clearly show the anticipated schedule for each segment of work, the proposed traffic routing plan and other information as may be required by the Engineer for the efficient progress of the work.

**2 15 POWER POLE LOCATIONS**

- A CONTRACTOR shall coordinate with Central Maine Power Company and the City of Biddeford for the relocation of power poles.
- B The Power poles shall be relocated to a point behind the curb line as approved of by the City of Biddeford and Central Maine Power Company.

**2 16 HOURS OF OPERATION**

The hours of operation shall be from 7am to 7pm Monday thru Saturday unless otherwise approved by the City Council

**2 17 EROSION CONTROL**

CONTRACTOR shall be responsible for all erosion control methods and devices All construction work, materials and methods shall be done in accordance with the erosion prevention provisions outlined in the Maine Erosion and Sedimentation Control Handbook for Construction Best Management Practices, Cumberland County S W C D , Dept of Environmental Protection, latest edition

**2 18 SANITARY SEWER TESTING**

CONTRACTOR will not be required to pressure test the "live" sanitary sewer unless observed construction techniques suggest the test be done, however the contractor shall provide videotaped inspection using closed circuit T V of the installed sewer lines to check the interior for leakage or other construction defect Any testing will be incidental to the project and no additional payment will be made

**2 19 PROJECT LAYOUT**

Initial horizontal and vertical layout control points shall be supplied for the project CONTRACTOR shall be reasonable for maintaining these points and shall perform all contraction layout work

**2 20 COORDINATION OF CONSTRUCTION ACTIVITIES WITH UTILITIES**

It shall be the responsibility of CONTRACTOR to coordinate all activities with the various utility companies These companies include Central Maine Power, Verizon, Time Warner Cable (cable television), Biddeford and Saco Water Company, Northern Utilities, and Granite State Gas

**2 21 TRAFFIC CONTROL DURING CONSTRUCTION**

CONTRACTOR may be allowed to detour traffic during the day while construction is in progress All detours must be approved by the City of Biddeford Police Department and Fire Department All detours must be removed at the end of the workday, unless otherwise approved by the City CONTRACTOR must maintain 2 lanes of traffic during non-work hours on the streets within the project area

**2 22 DAILY CLEANUP**

CONTRACTOR shall be required to clean all paved roads within the project area at the end of every workday All paved travel lanes must be clear of all rocks, dirt, sand, and other construction debris at the end of every workday Travel ways, were pavement has been removed, shall be maintained as passable by a passenger car This cleanup is considered incidental to the work and there shall be no additional payment made

**END OF SECTION**

**SPECIAL ATTENTION**

**01020-07**

## **SECTION 01045 CUTTING AND PATCHING**

### **PART 1 - GENERAL**

#### **1 1 DESCRIPTION**

- A Contractor shall be responsible for all cutting, fitting, and patching, including attendant excavation and backfill, required to complete the Work or to
  - 1 Make its several parts fit together properly
  - 2 Uncover work to provide for installing, inspecting, or both, of ill-timed work
  - 3 Remove and replace defective work
  - 4 Remove and replace work not conforming to requirements of Contract Documents
  - 5 Remove samples of installed work as specified for testing
  - 6 Provide routing penetrations of non-structural surfaces for installation of piping and electrical conduit
- B Related work
  - 1 Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections of these Specifications
  - 2 In addition to other requirements specified, upon the Engineer's request uncover work to provide for inspection by the Engineer of covered work, and remove samples of installed materials for testing
  - 3 Do not cut or alter work performed under separate contracts without the Engineer's written permission

#### **1 2 QUALITY ASSURANCE**

- A Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section

#### **1 3 SUBMITTALS**

- A Submit a written request to Engineer for permission well in advance of executing any cutting or alteration, which affects
  - 1 The work of the Owner or any separate contractor
  - 2 The structural value or integrity of any element of the Project

- 3 The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems
- 4 The efficiency, operational life, maintenance, or safety or operational elements
- 5 The visual qualities of sight-exposed elements

**B The request shall include**

- 1 Identification of the Project
- 2 Description of the affected work
- 3 The necessity for cutting, alteration, or excavation
- 4 The effect on the work of the Owner or any separate contractor, or on the structural or weatherproof integrity of the Project
- 5 Description of the proposed work
  - a The scope of cutting, patching, alteration, or excavation
  - b The trades who will execute the work
  - c Products proposed to be used
  - d The extent of refinishing to be done
- 6 Alternatives to cutting and patching
- 7 Cost proposal, when applicable
- 8 Written permission of any separate contractor whose work will be affected

**C Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor all submit a request for substitution**

**D Submit a written notice to Engineer designating the date and the time the work will be uncovered**

**PART 2 - PRODUCTS**

**2 1 MATERIALS**

**A Comply with specifications and standards for each specific product involved**

**PART 3 - EXECUTION**

**3 1 INSPECTION**

- A Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching**
- B After uncovering work, inspect the conditions affecting the installation of products, or performance of the work**

**CUTTING AND PATCHING**

**01045-02**

- C Report unsatisfactory or questionable conditions to the Engineer in writing, do not proceed with the work until the Engineer has provided further instructions

3 2 PREPARATION

- A Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the Work
- B Provide devices and methods to protect other portions of the Project from damage
- C Provide protection from the elements for that portion of the Project, which may be exposed by cutting and patching work, and maintain excavations free from water

3 3 PERFORMANCE

- A Execute cutting and demolition by methods, which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs
- B Execute excavating and backfilling by methods, which will prevent settlement or damage to other work
- C Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes
- D Restore work, which has been cut or removed, install new products to provide completed work in accord with requirements of Contract Documents
- E Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes

**END OF SECTION**

**CUTTING AND PATCHING**

**10045-03**

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**SECTION 01150A**  
**MEASUREMENT AND PAYMENT**  
**Contract A - Alfred & Elm Street Sanitary Sewer Replacement**  
*(including ancillary Storm Sewer Replacement Work)*

**1 1 GENERAL**

- A** This section describes the measurement and payment for the work done under each Item in the Bid
- B** General Requirements  
The cost of temporary facilities, field offices, bonds, insurance, attending project meetings, administration, and other general duties shall be considered incidental to all other Items

**1 2 TEST PITS**

Excavating, dewatering, and restoring test pits, shall be paid for at the unit prices in the Bid under Item 1

The unit price shall be full compensation for all labor materials, and equipment required to satisfactorily complete the test pits shown on the plans, indicated in the details and specified in the Contract Documents Satisfactory completion shall include removing pavement and topsoil as required, excavating the pit, sheeting and compacting the pit, restoring the surface, cleaning up, and all other operations as may be necessary

Test pits shall be measured as units

**1 3 SITE PREPARATION**

Site preparation for the entire project shall be paid for at the lump sum price in the Bid under Item 2

The lump sum price shall include clearing, grubbing, grading, excavations, protecting property, removing structures (including manholes), and all other miscellaneous functions shown on the plans, indicated on the details and specified on the contract documents This item covers all functions required for completion of the project that is not listed specifically under other bid items

Site preparation shall be measured as a lump sum Partial payment shall be made based upon a schedule approved by the Engineer

**1 4 TRAFFIC CONTROL**

Traffic control shall be paid for at the lump sum price listed in the Bid under Item 20

The lump sum price shall be full compensation for all labor, materials, and equipment required to satisfactorily control traffic during the construction of the project, as shown on the plans, indicated in the details, and specified in the Contract Documents

**1 5 SEWER INSTALLATION**

Excavation for and furnishing, laying, jointing, trenching, backfilling, subbase gravel and testing of the type, size, and class of sewer pipe specified shall be paid for at the unit prices in the Bid under Items 3, 4, 5, 6, 7, 10, 11A & 11B

The unit price shall be full compensation for all labor, materials and equipment required to satisfactorily complete the sewers as shown on the plans, indicated in the details, and specified in the Contract Documents Unit price shall also include providing, installing and compacting the subbase gravel within the trench excavated area

Satisfactory completion shall include removing pavement or topsoil as required, excavating the trench, sheeting and bracing, backfilling and compacting the trench, maintaining the trench, disposal of surplus materials, handling surface and groundwater, and all other operations as may be necessary including furnishing and installing all fittings required. Connections to existing sewers, stormdrains, house connections, catchbasins, or manhole shall be incidental to these items. Tees, wyes, saddles and other connectors for house connections shall be incidental to these items.

Maintaining and repairing damage to any public or private utility encountered including underground electrical, telephone, cable TV, water, drainage, gas mains, sanitary services and pipes shall also be considered incidental to this Item regardless if pipes are shown or not shown on the plans.

Sewers shall be measured by the linear foot along the horizontal projection of the pipes centerline with deductions made for manhole inverts as measured between the inside walls of the structures. Partial payment shall be made according to the following schedules:

Installation	75%	Surface Restoration	15%
Testing	10%		

If a differing size pipe is required to match existing conditions, the CONTRACTOR shall be paid at the same unit price as the next larger pipe. Example: 10" PVC Sanitary Sewer is not a bid item and if required would be paid as 12" PVC Sanitary Sewer.

#### 1.6 HORIZONTAL CONNECTION SEWER

Excavation for and furnishing, laying, jointing, trenching, backfilling, subbase gravel (as required) and testing of the type, size, and class of horizontal sewer, including the tee, wye, and saddle shall be paid for at the unit prices in the Bid under Item 8.

The unit prices shall be full compensation for all labor, materials and equipment to satisfactorily complete the horizontal connection sewers as shown on the plans, indicated in the details and specified in the Contract Documents. Unit price shall also include providing, installing and compacting the subbase gravel within the trench excavated area. Satisfactory completion shall include cutting and removing pavement and topsoil as required, excavating the trench, sheeting and bracing, backfilling and compacting the trench, maintaining the trench, disposal of surplus materials, handling surface and groundwater, and all other operations as may be necessary including furnishing and installing all fittings required. Searching for and locating existing sewers shall be incidental to this item.

Installation of insulation as required by the plans, details, and specifications shall be incidental to this item.

Maintaining and repairing damage to any public or private utility encountered including underground electrical, telephone, cable TV, water, drainage, sanitary services and pipes shall also be considered incidental to this Item regardless if pipes are shown or not shown on the plans.

The unit prices shall include the cost of connecting existing services encountered during the work. Horizontal connection sewer shall be measured by the linear foot along the horizontal projection of the pipes centerline from the connection to the tee, wye, or saddle branch.

**1 7 PRECAST MANHOLES**

Furnishing, installing, and testing pre-cast concrete manholes as specified and shown on the drawings shall be paid for at the unit prices in the Bid under Items 9A, 9B & 12

The unit prices shall be full compensation for all labor, materials, and equipment required to satisfactorily complete the manholes as shown on the plans, indicated in the details, and specified in the Contract Documents. Satisfactory completion shall include excavation, sheeting and bracing, furnishing and installing pre-cast sections and frames and covers, providing the specified bedding, including subbase gravel (as required), installing fillet and brickwork, damp proofing, approved granular backfill, and all other operations as may be necessary. Connecting manholes/catchbasins to new or existing sewers and testing of sanitary manholes shall be incidental to this item.

Manholes shall be measured as units. Partial payment shall be made according to the following schedule:

Installation	90%	Testing	10%
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**1 8 PRECAST CATCHBASINS**

Furnishing, installing, and testing pre-cast concrete catchbasins as specified and shown on the drawings shall be paid for at the unit prices in the Bid under Item 13.

The unit prices shall be full compensation for all labor, materials, and equipment required to satisfactorily complete the catchbasins as shown on the plans, indicated in the details, and specified in the Contract Documents. Satisfactory completion shall include excavation, sheeting and bracing, furnishing and installing pre-cast sections and frames and covers, providing the specified bedding, including subbase gravel (as required), installing fillet and brickwork, damp proofing, approved granular backfill, and all other operations as may be necessary. Connecting manholes/catchbasins to new or existing sewers and testing shall be incidental to this item.

Catchbasins shall be measured as units. Partial payment shall be made according to the following schedule:

Installation	90%	Testing	10%
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**1 9 EXCAVATION AND BACKFILL BELOW NORMAL GRADE**

Excavation (except rock) and backfill below normal grade for pipelines and structures shall be paid for at the unit price in the Bid under Item 14.

The unit price shall be full compensation for all labor, materials, and equipment required to satisfactorily remove unsuitable material below normal grade and replace this material with crushed stone as shown on the drawings, indicated in the details, and specified in the Contract Documents.

The quantity of excavation and backfill shall be the cubic yards of unsuitable material excavated as ordered by the Engineer. Additional excavation outside the limits of normal excavation shall not be measured for payment. No materials used for cofferdams or materials that flow into the excavation shall be measured for payment.

**1 10 ROCK EXCAVATION**

Excavation and disposal of rock and boulder material shall be paid for at the unit price in the Bid under Item 18.

The unit prices shall be full compensation for all labor, materials, and equipment required to satisfactorily excavate and dispose of rock and boulder material

The quantity of rock to be paid for shall be the number of cubic yards, measured in place before excavation, within the limits of normal excavation shown on the drawings, indicated in the details or specified in the Contract Documents. Rock must be properly disposed of in a manner satisfactory to the Engineer before payment is made under this Item. Masonry items and boulders shall not be measured for payment unless they exceed two (2) cubic yards

**1 11 BANK RUN GRAVEL**

Furnishing and installing bank-run gravel shall be paid for at the unit price in the Bid under Item 19

The unit price shall be full compensation for all labor, materials and equipment required to satisfactorily replace unsuitable natural material if ordered by the Engineer. Satisfactory performance shall include furnishing, hauling, placing, and compacting the material. This item does not include granular backfill required around concrete items

This item is only for the discretionary use of the Engineer and is not a separate payment item for material required on all other lump sum and unit price bid items

Gravel backfill shall be measured by the cubic yard in place. Delivery slips are required to be submitted to the City Engineer's Office. No payment will be made for material placed outside of the specified trench. Surplus gravel backfill brought in from other parts of the work shall not be paid for

**1 12 LOAMING**

The furnishing and placing of loam shall be paid for at a unit price under Bid Item 16

The unit prices shall be full compensation for all labor, materials, and equipment required to satisfactorily loam the grassed areas disturbed during construction as shown on the plans, indicated in the details, and specified in the Contract Documents

Loaming shall be measured based on a unit price per 1000 sq ft. Payment for loaming in horizontal sewer trench areas will be limited to 12 feet in width. Payment for loaming in easements shall be limited to the width of the easement or trench payment width which ever is less. All other loaming to repair disturbed or damaged areas shall not be paid for under this item and shall be considered incidental to the project

**1 13 SEEDING**

The furnishing and placing of seed shall be paid for at a unit price under Bid Item 17

The unit prices shall be full compensation for all labor, materials, and equipment required to satisfactorily seed the grassed areas disturbed during construction as shown on the plans, indicated in the details, and specified in the Contract Documents. Satisfactory performance shall include liming, fertilizing, cutting and watering required to produce a healthy and flourishing growth of grass

Seeding shall be measured based on a unit price per 1000 sq ft and 25 percent of the payment for this Item shall be withheld until a healthy and flourishing growth of grass is obtained. Payment for seeding in horizontal sewer trench areas will be limited to 12 feet in width. Payment for seeding in easements shall be limited to the width of the easement or trench payment width which ever is less. All other seeding to repair disturbed or damaged areas shall not be paid for under these items and shall be considered incidental to the project.

**1 14 VERTICAL SEWER**

Excavation for and furnishing, laying, jointing, concrete encasement, trenching, backfilling, subbase gravel (as required) and testing of the type, size, and class of vertical sewer, including the tee, wye, and saddle shall be paid for at the unit price in the Bid under Item 15.

The unit prices shall be full compensation for all labor, materials and equipment to satisfactorily complete the vertical connection sewers as shown on the plans, indicated in the details and specified in the Contract Documents. Unit price shall also include providing, installing and compacting the subbase gravel within the trench excavated area. Satisfactory completion shall include cutting and removing pavement and topsoil as required, excavating the trench, sheeting and bracing, backfilling and compacting the trench, maintaining the trench, disposal of surplus materials, handling surface and groundwater, furnishing and installing all pipe and fittings, placing concrete in the manner specified, form work and all other operations as may be necessary. Searching for and locating existing sewers shall be incidental to this item.

Installation of insulation as required by the plans, details, and specifications shall be incidental to this item.

Maintaining and repairing damage to any public or private utility encountered including underground electrical, telephone, cable TV, water, drainage, sanitary services and pipes shall also be considered incidental to this Item regardless if pipes are shown or not shown on the plans.

The unit prices shall include the cost of connecting existing services encountered during the work. Vertical connection sewer shall be measured by the linear foot along the vertical projection of the pipes centerline from the top of the encased pipe to the invert of the main sewer.

**1 15 FIELD CORE AT EXISTING MANHOLES/CATCHBASINS**

Field coring existing manholes or catch basins shall be paid for as directed by the City Engineer at the lump sum price in the Bid under Item 21.

The lump sum price shall be full compensation for all labor, materials, and equipment required to satisfactorily modify the existing manhole to accept the new sewer main from the proposed work shown on the plans and indicated in the details. Satisfactory completion shall include excavation, sheeting and bracing, performing field coring, furnishing and installing flexible pipe seal, modifying existing fillet and brickwork, dampproofing, backfilling and compacting the excavation, maintaining the excavation, disposal of surplus materials, handling surface and groundwater, and all other operations as may be necessary. Connecting manhole to new sewer shall be incidental to this item.

The manhole field core shall be measured as a unit.

**END OF SECTION**

**SECTION 01150B**  
**MEASUREMENT AND PAYMENT**  
**Contract B – Harvard Street Storm Sewer Replacement**

**1 1 GENERAL**

A This section describes the measurement and payment for the work done under each Item in the Bid

B General Requirements

The cost of temporary facilities, field offices, bonds, insurance, attending project meetings, administration, and other general duties shall be considered incidental to all other Items

**1 2 TEST PITS**

Excavating, dewatering, and restoring test pits, shall be paid for at the unit prices in the Bid under Item 1

The unit price shall be full compensation for all labor materials, and equipment required to satisfactorily complete the test pits shown on the plans, indicated in the details and specified in the Contract Documents Satisfactory completion shall include removing pavement and topsoil as required, excavating the pit, sheeting and compacting the pit, restoring the surface, cleaning up, and all other operations as may be necessary

Test pits shall be measured as units

**1 3 SITE PREPARATION**

Site preparation for the entire project shall be paid for at the lump sum price in the Bid under Item 2

The lump sum price shall include clearing, grubbing, grading, excavations, protecting property, removing structures (including manholes), and all other miscellaneous functions shown on the plans, indicated on the details and specified on the contract documents This item covers all functions required for completion of the project that is not listed specifically under other bid items

Site preparation shall be measured as a lump sum Partial payment shall be made based upon a schedule approved by the Engineer

**1 4 SEWER INSTALLATION**

Excavation for and furnishing, laying, jointing, trenching, backfilling, subbase gravel and testing of the type, size, and class of sewer pipe specified shall be paid for at the unit prices in the Bid under Items 3

The unit price shall be full compensation for all labor, materials and equipment required to satisfactorily complete the sewers as shown on the plans, indicated in the details, and specified in the Contract Documents. Unit price shall also include providing, installing and compacting the subbase gravel within the trench excavated area. Satisfactory completion shall include removing pavement or topsoil as required, excavating the trench, sheeting and bracing, backfilling and compacting the trench, maintaining the trench, disposal of surplus materials, handling surface and groundwater, and all other operations as may be necessary including furnishing and installing all fittings required. Connections to existing sewers, stormdrains, house connections, catchbasins, or manhole shall be incidental to these items. Tees, wyes, saddles and other connectors for house connections shall be incidental to these items.

Maintaining and repairing damage to any public or private utility encountered including underground electrical, telephone, cable TV, water, drainage, gas mains, sanitary services and pipes shall also be considered incidental to this Item regardless if pipes are shown or not shown on the plans.

Sewers shall be measured by the linear foot along the horizontal projection of the pipes centerline with deductions made for manhole inverts as measured between the inside walls of the structures. Partial payment shall be made according to the following schedules:

Installation	75%	Surface Restoration	15%
Testing	10%		

If a differing size pipe is required to match existing conditions, the CONTRACTOR shall be paid at the same unit price as the next larger pipe. Example: 10" PVC Sanitary Sewer is not a bid item and if required would be paid as 12" PVC Sanitary Sewer.

#### 1.5 HORIZONTAL CONNECTION SEWER

Excavation for and furnishing, laying, jointing, trenching, backfilling, subbase (as required), and testing of the type, size, and class of horizontal sewer, including the tee, wye, and saddle shall be paid for at the unit prices in the Bid under Item 6.

The unit prices shall be full compensation for all labor, materials and equipment to satisfactorily complete the horizontal connection sewers as shown on the plans, indicated in the details and specified in the Contract Documents. Unit price shall also include providing, installing and compacting the subbase gravel within the trench excavated area. Satisfactory completion shall include cutting and removing pavement and topsoil as required, excavating the trench, sheeting and bracing, backfilling and compacting the trench, maintaining the trench, disposal of surplus materials, handling surface and groundwater, and all other operations as may be necessary including furnishing and installing all fittings required. Searching for and locating existing sewers shall be incidental to this item.

Installation of insulation as required by the plans, details, and specifications shall be incidental to this item.

Maintaining and repairing damage to any public or private utility encountered including underground electrical, telephone, cable TV, water, drainage, sanitary services and pipes shall also be considered incidental to this Item regardless if pipes are shown or not shown on the plans

The unit prices shall include the cost of connecting existing services encountered during the work

Horizontal connection sewer shall be measured by the linear foot along the horizontal projection of the pipes centerline from the connection to the tee, wye, or saddle branch

**1 6 PRECAST MANHOLES**

Furnishing, installing, and testing pre-cast concrete manholes as specified and shown on the drawings shall be paid for at the unit prices in the Bid under Item 4

The unit prices shall be full compensation for all labor, materials, and equipment required to satisfactorily complete the manholes as shown on the plans, indicated in the details, and specified in the Contract Documents Satisfactory completion shall include excavation, sheeting and bracing, furnishing and installing pre-cast sections and frames and covers, providing the specified bedding, including subbase (as required), installing fillet and brickwork, damp proofing, approved granular backfill, and all other operations as may be necessary Connecting manholes/catchbasins to new or existing sewers and testing of sanitary manholes shall be incidental to this item

Manholes shall be measured as units Partial payment shall be made according to the following schedule

Installation	90%	Testing	10%
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**1 7 PRECAST CATCHBASINS**

Furnishing, installing, and testing pre-cast concrete catchbasins as specified and shown on the drawings shall be paid for at the unit prices in the Bid under Item 5

The unit prices shall be full compensation for all labor, materials, and equipment required to satisfactorily complete the catchbasins as shown on the plans, indicated in the details, and specified in the Contract Documents Satisfactory completion shall include excavation, sheeting and bracing, furnishing and installing pre-cast sections and frames and covers, providing the specified bedding, including subbase (as required), installing fillet and brickwork, damp proofing, approved granular backfill, and all other operations as may be necessary Connecting manholes/catchbasins to new or existing sewers and testing shall be incidental to this item

Catchbasins shall be measured as units Partial payment shall be made according to the following schedule

Installation	90%	Testing	10%
--------------	-----	---------	-----

**1 8 EXCAVATION AND BACKFILL BELOW NORMAL GRADE**

Excavation (except rock) and backfill below normal grade for pipelines and structures shall be paid for at the unit price in the Bid under Item 11

The unit price shall be full compensation for all labor, materials, and equipment required to satisfactorily remove unsuitable material below normal grade and replace this material with crushed stone as shown on the drawings, indicated in the details, and specified in the Contract Documents

The quantity of excavation and backfill shall be the cubic yards of unsuitable material excavated as ordered by the Engineer. Additional excavation outside the limits of normal excavation shall not be measured for payment. No materials used for cofferdams or materials that flow into the excavation shall be measured for payment

**1 9 ROCK EXCAVATION**

Excavation and disposal of rock and boulder material shall be paid for at the unit price in the Bid under Item 18

The unit prices shall be full compensation for all labor, materials, and equipment required to satisfactorily excavate and dispose of rock and boulder material

The quantity of rock to be paid for shall be the number of cubic yards, measured in place before excavation, within the limits of normal excavation shown on the drawings, indicated in the details or specified in the Contract Documents. Rock must be properly disposed of in a manner satisfactory to the Engineer before payment is made under this Item. Masonry items and boulders shall not be measured for payment unless they exceed two (2) cubic yards

**1 10 BANK RUN GRAVEL**

Furnishing and installing bank-run gravel shall be paid for at the unit price in the Bid under Item 19

The unit price shall be full compensation for all labor, materials and equipment required to satisfactorily replace unsuitable natural material if ordered by the Engineer. Satisfactory performance shall include furnishing, hauling, placing, and compacting the material. This item does not include granular backfill required around concrete items

This item is only for the discretionary use of the Engineer and is not a separate payment item for material required on all other lump sum and unit price bid items

Gravel backfill shall be measured by the cubic yard in place. Delivery slips are required to be submitted to the City Engineer's Office. No payment will be made for material placed outside of the specified trench. Surplus gravel backfill brought in from other parts of the work shall not be paid for

1 11 PAVING

Furnishing and placing trench patching shall be paid for at the unit prices in the Bid under Items 13, 14 & 15

The unit price for trench patching shall be full compensation for all labor, materials, and equipment required to satisfactorily complete the pavement work as shown on the drawings, indicated in the details, or specified in the contract documents. Satisfactory completion shall include hauling, placing, fine grading, and compacting bituminous concrete, base gravel, saw-cutting edges, etc.

Paving for horizontal sewer connections shall be measured beginning at the edge of the paving resulting from the main line sewer. Bituminous pavement shall be measured by ton used on the site. Delivery slips are required to be submitted to the City Engineer's Office.

1 12 CURBING

Furnishing and installing curbing shall be paid for at the unit prices in the Bid under Item 16

The unit price shall be full compensation for all labor, materials, and equipment required to satisfactorily complete the curbing shown on the plans, and indicated in the details, and specified in the Contract Documents. Satisfactory completion shall include preparation of base, placing, sealing, aligning, and all other operations as may be necessary. Curbing may be accepted or rejected on the basis of appearance in regard to texture and/or alignment.

Curbing shall be measured by the linear foot along the front face of the curb at the elevation of the finished pavement, complete in place and accepted.

1 13 LOAMING

The furnishing and placing of loam shall be paid for at a unit price under Bid Item 9

The unit prices shall be full compensation for all labor, materials, and equipment required to satisfactorily loam the grassed areas disturbed during construction as shown on the plans, indicated in the details, and specified in the Contract Documents.

Loaming shall be measured based on a unit price per 1000 sq. ft. Payment for loaming in horizontal sewer trench areas will be limited to 12 feet in width. Payment for loaming in easements shall be limited to the width of the easement or trench payment width which ever is less. All other loaming to repair disturbed or damaged areas shall not be paid for under this item and shall be considered incidental to the project.

1 14 SEEDING

The furnishing and placing of seed shall be paid for at a unit price under Bid Item 10

The unit prices shall be full compensation for all labor, materials, and equipment required to satisfactorily seed the grassed areas disturbed during construction as shown on the plans, indicated in the details, and specified in the Contract Documents. Satisfactory performance shall include liming, fertilizing, cutting and watering required to produce a healthy and flourishing growth of grass.

Seeding shall be measured based on a unit price per 1000 sq ft and 25 percent of the payment for this Item shall be withheld until a healthy and flourishing growth of grass is obtained. Payment for seeding in horizontal sewer trench areas will be limited to 12 feet in width. Payment for seeding in easements shall be limited to the width of the easement or trench payment width which ever is less. All other seeding to repair disturbed or damaged areas shall not be paid for under these items and shall be considered incidental to the project.

**1 15 WATER SERVICE RELOCATION – (NOT CAUSED BY CONTRACTOR DAMAGE)**

Any "Contract B-Harvard Street" related water services that are required to be relocated due to interferences with the proposed storm sewer pipe as determined (in writing) by the Biddeford/Saco Water District shall be paid for at the unit price in the Bid under Item 17. Materials shall be in conformance with those specified by the B/S Water District.

The unit prices shall be for full compensation for all labor, materials (i.e. piping, valves, shut offs, etc.), equipment and all incidentals required to satisfactorily complete the water service relocations.

This item shall be paid for based on the linear foot.

**1 16 TRAFFIC CONTROL**

Traffic control shall be paid for at the lump sum price listed in the Bid under Item 7.

The lump sum price shall be full compensation for all labor, materials, and equipment required to satisfactorily control traffic during the construction of the project, as shown on the plans, indicated in the details, and specified in the Contract Documents.

**1 17 DUST CONTROL**

Dust control shall be paid for at the lump sum price listed in the Bid under Item 8.

The lump sum price shall be full compensation for all labor, materials, and equipment required to satisfactorily control dust during the construction of the project, as shown on the plans, indicated in the details, and specified in the Contract Documents.

**1 18 ADDITIONAL AGGREGATE SUBBASE**

Furnishing and installing additional aggregate subbase shall be paid for at the unit price in the Bid under Item 12.

The unit price shall be full compensation for all labor, materials and equipment required to satisfactorily replace unsuitable natural material if ordered by the Engineer. Satisfactory performance shall include furnishing, hauling, placing, and compacting the material. This item does not include granular backfill required around concrete items.

This item is only for the discretionary use of the Engineer and is not a separate payment item for material required on all other lump sum and unit price bid items.

Aggregate subbase shall be measured by the cubic yard in place. Delivery slips are required to be submitted to the City Engineer's Office. No payment will be made for material placed outside of the specified trench. Surplus gravel backfill brought in from other parts of the work shall not be paid for. Gravel shall conform to MDOT specifications for Type D gravel.

**END OF SECTION**

## **SECTION 01200 PROJECT MEETINGS**

### **PART 1 - GENERAL**

#### **1 1 DESCRIPTION**

- A Engineer shall schedule and administer pre-construction meetings, periodic progress meetings, and specifically called meetings throughout the progress of the Work
- B Representatives of Contractor, subcontractors, and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents
- C Related work
  - 1 Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections of these Specifications
  - 2 The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content

#### **1 2 SUBMITTALS**

##### **A Agenda items**

To the maximum extent practicable, the Contractor shall advise the Engineer at least 24 hours in advance of project meetings regarding items to be added to the agenda

##### **B Minutes**

- 1 The Engineer will compile minutes or summary of each project meeting, and will furnish a copy to the Contractor and required copies to the Owner
- 2 Recipients of copies may make and distribute such other copies as they wish

## PART 2 - PRODUCTS

(No products are required in this Section)

## PART 3 - EXECUTION

### 3 1 MEETING SCHEDULE

- A Except as noted below for Pre-construction Meeting, project meetings will be held as required or requested
- B Coordinate as necessary to establish mutually acceptable schedule for meetings

### 3 2 MEETING LOCATION

- A The Engineer will establish meeting location To the maximum extent practicable, meetings will be held at the job site

### 3 3 PRECONSTRUCTION MEETING

- A Pre-construction Meeting will be scheduled to be held within 15 working days after the Owner has issued the Notice to Proceed
  - 1 Provide attendance by authorized representatives of the Contractor and major subcontractors
  - 2 The Engineer will advise other interested parties, including the Owner, and request their attendance
- B Minimum agenda

Data will be distributed and discussed on at least the following items

- 1 Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Engineer
- 1 Channels and procedures for communications
- 2 Construction schedule, including sequence of critical work
- 4 Contract Documents, including distribution of required copies of original
- 5 Processing of shop drawings and other data submitted to the Engineer for review
- 6 Processing of bulletins, field decisions, and change orders
- 7 Rules and regulations governing performance of the Work, and
- 8 Procedures for safety and first aid, security, quality control, housekeeping, and related matters

### 3 4 PROJECT MEETINGS

#### A Attendance

- 1 To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work
- 2 Subcontractors, materials suppliers, and others may be invited to attend

#### B Minimum agenda

- 1 Review, revise as necessary, and approve minutes of previous meetings
- 2 Review progress for the Work since last meeting, including status of
- 3 Identify problems, which impede planned progress
- 3 Develop corrective measures and procedures to regain planned schedule
- 4 Complete other current business

#### C Revisions to minutes

- 1 Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting
- 2 Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes
- 3 Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting

**END OF SECTION**

## **SECTION 01340 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

### **PART 1 - GENERAL**

#### **1 1 DESCRIPTION**

- A Contractor shall submit Shop Drawings, Product Data, Samples, and all other submittals required by the Contract Documents
- B Related work
  - 1 Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections of these Specifications
  - 2 Individual requirements for submittals also may be described in pertinent Sections of these Specifications
- C Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data and Samples will be needed

#### **1 2 QUALITY ASSURANCE**

- A Coordination of submittals
  - 1 Prior to each submittal, carefully review and coordinate all aspects of each item being submitted
  - 2 Verify each item and the submittal for its conformance in all respects with the specified requirements
- B Substitutions
  - 1 The Contract is based on the standards of quality established in the Contract Documents. Substitutions may be considered only after the bidding process is completed
  - 2 Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Engineer
- C "Or equal"
  - 1 Where the phrase "or equal," or "or equal as approved by the Engineer," occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Engineer
  - 2 The decision of the Engineer shall be final

### 1 3 SHOP DRAWINGS

- A Drawings shall be presented in a clear and thorough manner
- B Drawings shall contain any reference to sheet and detail shown on Contract Drawings
- C Minimum sheet size 8-1/2 in x 11 in

### 1 4 PRODUCT DATA

- A Preparation
  - 1 Clearly mark each copy to identify pertinent products or models
  - 2 Show performance characteristics and capacities
  - 3 Show dimensions and clearances required
  - 4 Show wiring or piping diagrams and controls
- B Manufacturer's standard schematic drawings and diagrams
  - 1 Modify drawings and diagrams to delete information, which is not applicable to the Work
  - 2 Supplement standard information to provide information specifically applicable to the Work

### 1 5 SAMPLES

- A Samples shall be of sufficient size and quantity to clearly illustrate
  - 1 Functional characteristics of the product, with integrally related parts and attachment devices
  - 2 Full range of color, texture, and pattern

### 1 6 SUBMISSION REQUIREMENTS

- A Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in The Work or in the work of any other contractor
- B Number of submittals required
  - 1 Shop Drawings Submit the number of opaque reproductions, which the Contract requires, plus two copies, which will be retained by the Engineer
  - 2 Product Data Submit the number of copies, which the Contract requires, plus two copies, which will be retained by the Engineer
  - 3 Samples Submit the number stated in each specification section

**C Submittals shall contain**

- 1 The date of submission and the dates of any previous submissions
- 2 The Project title and number
- 3 Contract identification
- 4 The names of
  - a Contractor
  - b Supplier
  - c Manufacturer
- 5 Identification of the product, with the specification section number
- 6 Field dimensions, clearly identified as such
- 7 Relation to adjacent or critical features of the Work or materials
- 8 Applicable standards, such as ASTM or Federal Specification numbers
- 9 Identification of deviations from Contract Documents
- 10 Identification of revisions on re-submittals
- 11 An 8 in x 3 in blank space for Contractor and Engineer stamps
- 12 Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents

**1 7 RESUBMISSION REQUIREMENTS**

- A Make any corrections or changes in the submittals required by the Engineer and resubmit until approved
- B Shop Drawings and Product Data
  - 1 Revise initial drawings or data, and resubmit as specified for the initial
  - 2 Indicate any changes, which have been made other than those requested by the Engineer

**1 8 DISTRIBUTION**

- A Distribute reproductions of Shop Drawings and copies of Product Data, which carry the Engineer stamp of approval to
  - 1 Job site file
  - 2 Record documents file
  - 3 Other affected contractors
  - 4 Subcontractors
  - 5 Supplier or fabricator
- B Distribute samples which carry the Engineer stamp of Approval as directed by the Engineer

1 9 ENGINEER DUTIES

- A Review submittals with reasonable promptness and in accordance with schedule
- B Affix stamp and initials or signature, and indicate requirements for resubmittal, or approval of submittal
- C Return submittals to Contractor for distribution, or for resubmission

**END OF SECTION**

**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**01340-04**

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## **SECTION 01410 TESTING LABORATORY SERVICES**

### **PART 1 - GENERAL**

#### **1 1 DESCRIPTION**

- A Contractor will employ and pay for the services of an Independent Testing
  - 1 Contractor shall cooperate with the laboratory to facilitate the execution of its required services
  - 2 Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract
  - 3 The Contractor is still responsible for specific work called for in other Sections of these Specifications
- B Related Requirements in Other Parts of the Project
  - 1 Inspections and testing required by laws, ordinances, rules, regulations, orders, or approvals of public authorities Conditions of the Contract
- C Related Requirements Specified in Other Sections
  - 1 Certification of products The respective Sections of Specifications
  - 2 Test, adjust, and balance of equipment The Respective Sections of Specification
  - 3 Laboratory test required, and standards for testing Each Specification Section listed
- D Testing Laboratory inspection, sampling, and testing, which the Contractor shall employ include
  - 1 Soils Compaction Control Section 02200
  - 2 Paving Section 02510
  - 3 Concrete Reinforcement Section 03200
  - 4 Cast-in-Place Concrete Section 03300
  - 5 Mortar Section 04200
  - 6 Manholes and catchbasins Section 02601
  - 7 Sewer and Stormdrains Section 02610
  - 8 Watermains Section 02611

#### **1 2 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY**

- A Laboratory is not authorized to
  - 1 Release, revoke, alter or enlarge on requirements of Contract Documents
  - 2 Approve or accept any portion of the Work
  - 3 Perform any duties of the Contractor

### 1 3 CONTRACTOR'S RESPONSIBILITIES

- A Cooperate with laboratory personnel, provide access to Work, to Manufacturer's Operations
- B Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing
- C Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes, which require control by the testing laboratory
- D Furnish copies of products test reports as required
- E Furnish incidental labor and facilities
  - 1 To provide access to Work to be tested
  - 2 To obtain and handle samples at the project site or at the source of the product to be tested
  - 3 To facilitate inspections and tests
  - 4 For storage and curing of test samples
- F Notify laboratory sufficiently in advance or operations to allow for laboratory assignment of personnel and scheduling of tests
  - 1 When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence
- G Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience
- H Employ and pay for the services of a separate, equally qualified independent testing laboratory acceptable to Engineer to perform additional inspections, sampling and testing required when initial tests indicate Work does not comply with Contract Documents
- I Provide such other testing and inspecting as are specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents

**END OF SECTION**

## **SECTION 01600 MATERIAL AND EQUIPMENT**

### **1 1 GENERAL**

- A** The Contractor shall supply and handle products scheduled for use in the work by means including but not necessarily limited to those described in this Section
- B** General requirements
  - 1** Conform to applicable specifications and standards
  - 2** Comply with size, make, type, and quality specified, or as specifically approved in writing by the Engineer
  - 3** Manufactured and Fabricated Products
    - a** Design, fabricate, and assemble in accordance with the best engineering and shop practices
    - b** Two or more items of the same kind shall be identical, by the same manufacturer
    - c** Products shall be suitable for service conditions
    - d** Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing
  - 4** Do not use material or equipment for any purpose other than that for which it is designed or is specified
- C** Related work
  - 1** Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections of these Specifications
  - 2** Additional procedures also may be prescribed in other Sections of these Specifications

### **1 2 MANUFACTURER'S INSTRUCTIONS**

- A** When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Engineer
  - 1** Maintain one set of complete instructions at the job site during installation and until completion
- B** Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements

- 1 Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions
- 2 Do not proceed with work without clear instructions
- C Perform work in accordance with manufacturer's instructions Do not omit any preparatory steps or installation procedures unless specifically modified or exempted by Contract Documents

### 1 3 TRANSPORTATION AND HANDLING

- A Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site
  - 1 Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible
  - 2 Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged
- B Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging

### 1 4 STORAGE AND PROTECTION

- A Store products in accordance with manufacturer's instructions, with seals and labels intact and legible
  - 1 Store products subject to damage by the elements in watertight enclosures
  - 2 Maintain temperature and humidity within the ranges required by manufacturer's instructions
- B Exterior Storage
  - 1 Store fabricated products above the ground, on blocking or skids, prevent soiling or staining Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation
  - 2 Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter
- C Arrange storage in a manner to provide easy access for inspection Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration
- D Protection After Installation
  - 1 Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations Remove when no longer needed

### END OF SECTION

## **SECTION 01720 PROJECT RECORD DOCUMENTS**

### **1 1 GENERAL**

- A Contractor shall maintain at the site for the Owner one record copy of
  - 1 Drawings
  - 2 Specifications
  - 3 Addenda
  - 4 Change Orders and other Modifications to the Contract
  - 5 Engineer Field Orders or Written Instructions
  - 6 Approved Shop Drawings, Product Data, and Samples
  - 7 Field Test Records
  - 8 Construction Photographs
- B Related work
  - 1 Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, supplementary Conditions, and Sections of these Specifications
  - 2 Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications

### **1 2 QUALITY ASSURANCE**

- A Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Engineer
- B Accuracy of records
  - 1 Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly
  - 2 Accuracy of records shall be such that a future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents
- C Make entries within 24 hours after receipt of information that the change has occurred

### 1 3 RECORDING

- A Label each document "PROJECT RECORD" in neat large printed letters
- B Record information concurrently with construction progress
  - 1 Do not conceal any work until required information is recorded
- C Drawings Legibly mark to record actual construction
  - 1 Horizontal and vertical locations of underground utilities and appurtenances, referenced to visible and accessible features of the structure
  - 2 Field changes of dimension and detail
  - 3 Changes made by Field Order or by Change Order
  - 4 Details not on original Contract Drawings
- D Specification and Addenda Legibly mark each Section to record
  - 1 Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed
  - 2 Changes made by Field Order or by Change Order

### 1 4 SUBMITTAL

- A At Contract closeout, deliver Record Documents to Engineer for the Owner
- B Accompany submittal with transmittal letter in duplicate, containing
  - 1 Date
  - 2 Project title and number
  - 3 Contractor's name and address
  - 4 Title and number of each Record Document
  - 5 Signature of Contractor or his authorized representative

**END OF SECTION**

## **SECTION 02010 SUBSURFACE INVESTIGATION**

### **PART 1 - GENERAL**

#### **1 1 DESCRIPTION**

- A Contractor shall, at the direction of the Engineer or as indicated on the Drawings, provide the necessary equipment and labor to construct test pits or exploratory excavations to locate existing structures, utilities, or sewers prior to proposed construction
- B The Contractor shall provide suitable excavation, pumping where required, and access
- C Related work
  - 1 Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections of these Specifications

#### **1 2 QUALITY ASSURANCE**

- A Comply with all local, state, and federal regulations concerning excavation

### **PART 2 - PRODUCTS**

#### **2 1 GENERAL**

- A Employ materials and equipment new or used as appropriate, suitable for the purpose intended
- B See appropriate Sections for data regarding loaming, seeding, paving, etc necessary for temporary restoration

### **PART 3 - EXECUTION**

#### **3 1 TEST PITS**

- A As indicated on the Drawings or as directed by the Engineer, excavate test pits to locate existing structures, utilities, drains, sewers, etc prior to construction
- B Notify with 48 hours notice for all exploratory excavations

## 3 2 RESTORATION

- A Temporarily restore and maintain damaged lawn, pavement, etc until the Work is completed and closeout performed
- B Should existing structures, utilities, drains, sewers, etc be damaged, notify Engineer, and utility company where appropriate, immediately Repair, or have repaired by utility company where appropriate, any damage Contractor shall bear all costs of repair

**END OF SECTION**

## **SECTION 02400 DRAINAGE**

### **PART 1 - GENERAL**

#### **1 1 GENERAL**

- A The Contractor shall design, furnish equipment, operate and maintain adequate facilities for all pumping, draining, bailing, removal, and disposal of water, including groundwater, surface water, or sewage from all trenches and excavations
- B Related work
  - 1 Documents affecting work of this Section include, but are not necessarily limited to General conditions, Supplementary Conditions, and Sections of these Specifications

#### **1 2 QUALITY ASSURANCE**

- A Comply with all local, state, and federal regulations concerning site work and drainage

#### **1 3 SUBMITTALS**

- A Submit designs and layouts for all dewatering operations including plans for handling sewage in a sanitary manner This submittal is subject to review and approval by the Engineer The Engineer may reject the Contractor's plans or suggest changes to protect property, the environment or public health The Contractor is solely responsible for the adequacy and safety of his work

### **PART 2 - PRODUCTS**

#### **2 1 GENERAL**

- A Pumps, well points, collection lines may be new or used, suited to the intended purpose

### **PART 3 - EXECUTION**

#### **3 1 GENERAL**

- A Maintain existing surface water and ground water flows Surface water and ground water diverted due to construction shall be directed to existing storm drains or watercourses or as directed by Engineer

- B Operate well points, manifolds and pump equipment as required to control ground water in excavations
- C Handle existing and new sanitary sewage in acceptable methods Divert sewage to active sewers where possible or contain and transport as necessary
- D Clean and rehabilitate storm drains, watercourses, and sewers used during construction
- E The Engineer may order the Contractor to change or modify the approved drainage plan if in the opinion of the Engineer the work may adversely affect property, the environment, or public health

**END OF SECTION**

## **SECTION 02601 MANHOLES/CATCHBASINS**

### **PART 1 - GENERAL**

#### **1 1 GENERAL**

- A The Contractor shall furnish all plant, labor, equipment and materials and perform all operations in connection with the satisfactory installation and testing of manholes/catchbasins
- B Related work
  - 1 Documents affecting work of this Section include, but are not necessarily limited to General Conditions, Supplementary Conditions, and Sections of these Specifications

#### **1 2 QUALITY ASSURANCE**

- A Comply with all local, state, and federal regulations concerning construction of manholes and storm drains
- B Reference Standards
  - 1 American Society for Testing and Materials (ASTM)
    - a C478, Precast Reinforced Concrete Manhole Sections
    - b C443, Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

#### **1 3 SUBMITTALS**

- A Manufacturer's Literature Supply copies of descriptive literature and recommendations for installation
- B Certificates Supply copies of manufacturer's certification that supplied products comply with specification requirements
- C Structural Design If H-20 loading Flat-top manhole or catchbasin tops are to be used, the contractor shall submit evidence stamped by a Professional Engineer that the flat-top is capable of the proposed loading

#### **1 4 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A Deliver products on manufacturer's original skids, or in original unopened protective packaging
- B Store materials to prevent physical damage

- C Protect materials during transportation and installation to avoid physical damage

## PART 2 - PRODUCTS

### 2 1 GENERAL

- A Manhole cone sections shall be eccentric Catchbasins shall have cone or flat tops
- B Steps or rungs shall be of copolymer polypropylene plastic coated steel and meet all applicable safety requirements, steel to be 1/2 inch diameter, grade 60, minimum
- C All horizontal manhole joints shall be watertight within the requirements specified under testing, comply with ASTM C443 or butyl rubber joint sealant as approved
- D All pipe-to-manhole joints shall be watertight within the requirements specified under testing
- E Sanitary manholes shall be damp proofed with an approved material such as Bitumastic Super Service Black as made by Koppers Company or approved equal

### 2 2 PRE-CAST CONCRETE

- A Comply with requirements of ASTM C 478

### 2 3 SEWER BRICK FOR MANHOLES

- A ASTM C32, Grade SW
- B Dimensions 2-2/3" x 4" x 8" (Nominal)
- C Minimum Compressive Strength 10,000 psi

## PART 3 - EXECUTION

### 3 1 INSTALLATION

- A Construct bed and backfill manholes and catchbasins as indicated on the Drawings
- B Construct smooth, semi-circular channel inverts and benches as shown on the Drawings
- C Grout all lifting holes and joints with non-shrinking mortar

- D Amount of bricking required to reach final grade with the cover not to exceed 12 inches

### 3 2 CORING OF STRUCTURES

- A Any coring required a part of this project shall be considered incidental to the project, which includes all labor, materials (i.e. boots), and equipment required to core the structure

### 3 3 TESTING (Sanitary Manholes)

- A Vacuum Testing
  - 1 Manholes shall be tested by vacuum methods
  - 2 Plug all lift holes and joints with non-shrink mortar
  - 3 Perform test prior to placing the shelf and invert and before backfilling. If ground water table has been allowed to rise above the bottom of the manhole, lower for the duration of the test
  - 4 Install plugs in pipes in manhole
  - 5 Set vacuum ring in place and draw 10 inches HG of vacuum on the gauge
  - 6 For 4-foot diameter manholes, maximum time of drop from 10 inches HG to 9 inches is 60 seconds

**END OF SECTION**

**SECTION 02610  
SEWER AND STORMDRAIN  
PIPE AND FITTINGS**

**PART 1 - GENERAL**

**1 1 GENERAL**

- A The Contractor shall furnish all labor, materials, and equipment necessary to install all piping, fittings, supports and other fittings
- B Related work
  - 1 Documents affecting work of this Section include, but are not necessarily limited to General Conditions, Supplementary Conditions, and Sections of these Specifications

**1 2 QUALITY ASSURANCE**

- A Comply with all local, state, and federal regulations concerning construction of sanitary sewers and storm drain
- B Reference Standards
  - 1 American Society for Testing and Materials (ASTM)
    - a C76, Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
    - b C361, Reinforced Concrete Low Head Pressure Pipe
    - c D3034, Type PSM Poly (Vinyl Chloride) (PVC) Sewer, Pipe and Fittings
    - d D3212, Joints for Drain and Sewer Pipes Using Flexible Elastomeric Seals
    - e D1248, Polyethylene Plastics Molding and Extrusion Materials
    - f D3350, Polyethylene Plastics Pipe and Fittings Materials
    - g F794, Poly (Vinyl Chloride) (PVC) Large Diameter Ribbed Gravity Sewer Pipe Pipe and fittings based upon controlled inside diameter
  - 2 American National Standards Institute (ANSI)
    - a A21 50 Thickness Design for Ductile-Iron Pipe
    - b A21 51 Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water and Other liquids
    - c A21 10 Gray Iron and Ductile-Iron Fittings, 3-inch through 48-inch for Water and Other Liquids
    - d A21 11 Rubber-Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings

- 3 American Association of State Highway and Transportation Officials (AASHTO)
  - a M36 Zinc Coated (Galvanized) Corrugated Iron or Steel Culverts and
- 4 American Water Works Association (AWWA)
  - a C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4-inches through 12 inches, for Water
  - b C600 Installation of Gray and Ductile Cast Iron Water Mains and Appurtenances
- 5 Uni-Bell PVC Pipe Association
  - a Uni-Bell-B-11

1 3 SUBMITTALS

- A Manufacturer's Literature Supply copies of descriptive literature and recommendations for installation
- B Certificates Supply copies of manufacturer's certification that supplied products comply with specification requirements

1 4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A Deliver products on manufacturer's original skids, or in original unopened protective packaging
- B Store materials to prevent physical damage
- C Protect material during transportation and installation to avoid physical damage

PART 2 - PRODUCTS

- 2 1 POLYVINYL CHLORIDE (PVC) NON-PRESSURE SEWER PIPE, ASTM D3034 for Sanitary Sewer 4" through 30"
  - A Class SDR 35
  - B Joints ASTM D 3212, Flexible Elastomeric Seals or as shown on Drawings
- 2 2 REINFORCED CONCRETE PIPE (RCP) STORMDRAIN PIPE, ASTM C76 and AASHTO M-170
  - A Class Class V
  - B Joints Rubber Gasket, ASTM C-443
- 2 3 POLYETHYLENE STORMDRAIN PIPE, FOR 12" - 48" STORMDRAIN
  - A Hi-Q by Hancor, N-12 by ADS or approved equal
  - B Joints Per manufacturer

## PART 3 - EXECUTION

### 3 1 INSTALLATION

- A Install all pipe in accordance with manufacturer's recommendations
- B Lay all pipe accurately to line and grade Completed lines will be free of offsets and deviations
- C Lay all pipe in the dry unless other methods are allowed Plug open ends of the pipe when work is suspended Do not use pipe to convey ground water Clean all deposits from pipelines at completion of work
- D Install no length of pipe until the previous length has been backfilled and secured
- E Do not exceed maximum trench width (where specified) If specified maximum trench width is exceeded, Contractor shall, at his own expense, provide other pipe support as required
- F Each run (MH to MH) of sanitary sewer shall be air tested before lateral sewer connections are to be made 8" sanitary sewer shall have wyes or tees with temporary caps and 24" sanitary sewer shall have no services prior to testing Insert a tees shall be tapped in the 24" sewer after acceptance for pressure testing

### 3 2 TESTING

Sewers and stormdrains shall be subject to acceptance testing after backfilling has been completed but prior to the placement of the finished surface material

Cost of repairs or corrections necessary to conform to the following testing requirements will be borne by the contractor at no additional cost

- A Low Pressure Air Test (Sanitary Sewers)  
Testing will be accomplished by the means of "Low Pressure Air Testing" Tests may be conducted by the contractor or an independent testing firm However, acceptance tests shall be made only in the presence of the Engineer

#### Test Procedure

- 1 Before testing, the pipe shall be thoroughly cleaned
- 2 The contractor shall seal off the section of pipe to be tested at each manhole connection Test plugs must be securely braced within the manholes
- 3 A minimum of two connecting hoses to link the air inlet test plug with an above ground test monitoring panel must be provided
  - a) One hose is to induce air thru the test plug and into the test chamber
  - b) The second hose is for the purpose of monitoring the test pressure from within the enclosed pipe

- 4 UNDER NO CIRCUMSTANCES ARE WORKERS TO BE ALLOWED IN THE CONNECTING MANHOLES WHILE A PRESSURE TEST IS BEING CONDUCTED
- 5 Add air slowly into the test section After an internal pressure of 4 0 PSI is obtained, allow internal air temperature to stabilize
- 6 After stabilization period, adjust the internal air pressure to 3 5 PSI, disconnect the air supply and begin timing the test
- 7 Refer to the air test table to determine the length of time (minutes) the section under test must sustain while not losing in excess of 1 PSI as monitored by the test gauge
- 8 Sections so determined to have lost 1 PSI or less during the test period will have passed the leakage test Those sections losing in excess of 1 PSI during the test period will have failed the leakage test
- 9 Appropriate repairs must then be completed and the line retested for acceptance
  - a) Table shows the required test time, T, in minutes/100 ft of pipe for each nominal pipe size Test times are for an 1 0-psi (7-kP) pressure drop from 3 5 to 2 5 psi (24 to 17 kPa)

#### AIR TEST

##### Minimum Test Time for Various Pipe Sizes

Nominal Pipe Size, in	T (time) min/100 ft	Nominal Pipe Size, in	T (time) min/100 ft
3	0 2	21	3 0
4	0 3	24	3 6
6	0 7	27	4 2
8	1 2	30	4 8
10	1 5	33	5 4
12	1 8	36	6 0
15	2 1	39	6 6
18	2 4	42	7 3

- b) If the section of line to be tested includes more than one pipe size, calculate the test time for each size and add the test times to arrive at the total test time for the section
- c) It is not necessary to hold the test for the whole period when it is clearly evident that the rate of air loss is less than the allowable

**B Deflection Test for HDPE and PVC Pipe**

The contractor shall perform a deflection test on the system as directed by the Engineer using a mandrel. Any part of the installation, which shows deflection in excess of 5% of the average inside diameter as per ASTM F894 for HDPE pipe and per ASTM D-3034 for PVC pipe, shall be corrected.

After acceptance but prior to the termination of the warranty period, the owner may test the long-term deflection of the sewer. If the owner determines that the deflection has exceeded 5% of the average inside diameter, that portion of the installation shall be corrected by the contractor at no cost to the owner.

**C Closed Circuit T V Inspection**

The contractor shall also videotape inspect and record the interior of the sewer line using a television camera. Any defects in the pipe or construction methods revealed, shall be corrected by the Contractor at no additional cost to the owner. The videotape shall be given to the owner.

Any additional television inspection(s) required, due to the failure of the initial inspection, shall be paid for by the Contractor.

**D Abandoned Lines**

All sewer/stormdrain lines, which will become abandoned by due to the construction of this project must be plugged. Contact the Engineer for appropriate method.

**END OF SECTION**

## **SECTION 02611 WATER MAINS AND APPURTENANT STRUCTURES**

### **PART 1 – GENERAL**

#### **1 1 GENERAL**

- A The Contractor shall furnish all labor, bedding materials and equipment necessary to install all piping, fittings, supports and other fittings
- B The Contractor shall be responsible for coordinating, scheduling and working with the Biddeford-Saco Water Company
- C Related Work
  - 1 Documents affecting work of this Section include, but are not necessarily limited to General Conditions, Supplementary Conditions, and Sections of these Specifications

#### **1 2 QUALITY ASSURANCE**

- A Comply with all local, state, and federal regulations
- B Reference Standards
  - 1 American Water Work Association (AWWA)
  - 2 10 State Standard
  - 3 Biddeford-Saco Water Company Standards

#### **1 3 SUBMITTALS**

- A Manufacturer's Literature Supply copies of descriptive literature and recommendations for installation
- B Certificates Supply copies of manufacturer's certification that supplied products comply with specification requirements

#### **1 4 PRODUCT DELIVERY, STORAGE, & HANDLING**

- A Deliver products on manufacturer's original skids, or in original unopened protective packaging
- B Store materials to prevent physical damage

C Protect material during transportation and installation to avoid physical damage

PART 2 - PRODUCTS

- 2 1 Materials - All products shall be as approved by the Biddeford-Saco Water Company

PART 3 - EXECUTION

- 3 1 Work shall be in accordance with applicable AWWA, 10 State Standards, and Biddeford-Saco Water Company Standards
- 3 2 Lines and Grades All mains, hydrants, valve, and curb stop locations shall be verified by the project engineer
- 3 3 Excavation Excavation for trenches for the placing of water mains, valves, hydrants and fittings must be of sufficient width to permit the work to be done in the manner and to the depths specified or as shown on the plans The trench shall be dug to the required level, and the bottom shaped by hand to conform to the shape of the pipe or appurtenances being installed
- 3 4 Pipe Laying All pipe shall be laid true to line as indicated on the plans Pipes shall be laid with a minimum of 5½ feet of cover over the pipe Insulation may be placed over pipe with less than 5½ feet of cover if approved by Engineer but in no case shall the cover be less than 4 feet This depth of cover shall be measured from finished grade Pipe, fittings, valves and hydrants shall be carefully handled to avoid damage Suitable equipment shall be provided by the contractor for handling the pipe Any damage to the pipe in handling or laying shall be at the contractor's expense Poured concrete thrust blocks shall be provided for all fittings as shown on the drawings and in accordance with the manufacturer's recommendations

The contractor shall install a warning tape in the water main trench that is detectable with an inductive type metal detector The tape shall be blue and have printing that warns of a water line below The tape shall be Allen Detectatape as manufactured by Allen Systems, Inc , of Wheaton, Illinois or approved equal and have a 3" width Depth of installation shall be one to two feet below grade The tape shall be detectable with an inductive type metal detector Splicing of the tape shall be accomplished with manufacturer furnished metal clips Where required by the Project Engineer, No 9 gauge copper wire shall be clipped to the tape and brought to the ground surface or attached to other metal risers

Valves, fittings and hydrants shall be installed at locations indicated on the plans All valves shall be set plumb and provided with a valve box unless the plans and specifications indicate the construction of a valve manhole The valve shall be centered within the valve box and with the box cover flush with a surfaced street or 3 inches below the level of an unimproved street, unless otherwise directed by the project engineer

Hydrants shall stand plumb with the pumper nozzle toward the street. Where grade is established, the hydrant shall be set to an elevation with the nozzles about 18 inches above the ground or sidewalk level. Where grades are not established, the hydrant shall be set to the elevation established by the project engineer.

Unless special anchoring devices are indicated by the project engineer, all fittings shall be provided with concrete thrust blocks poured against the fitting and undisturbed earth to insure against disjuncting from the pipe when placed under pressure. Concrete for thrust blocks shall be so placed that the pipe and joints will be accessible for repair. Concrete shall consist of one part Portland cement, 2- ½ parts of fine aggregate, and 3½ parts of coarse aggregate with just enough water to produce a workable consistency.

- 3 5 Backfilling Backfilling shall be done with approved materials free from roots, frozen pieces, rubbish, large clods or stones. Backfill materials shall be placed in trenches evenly and carefully around and over the pipe in layers. Each layer shall be thoroughly and properly compacted.
- 3 6 Testing Whenever practical, before the trench has been backfilled or the joints covered, the pipe shall be tested for leaks. The test may also be made when one foot of backfill has been placed on the pipe, or the pipe may be completely backfilled. All leaks above the allowable maximum shall be repaired, however regardless of when tests are made. The contractor shall provide all necessary equipment including but not limited to an appropriate pump, water container, pressure gauge, valve, hydrant connection and corporation stop connection, and he shall perform all work required in connection with the test.

Each section tested shall be slowly filled with water, care being taken to expel all air from the mains and services lines, if installed. If necessary, the pipes shall be tapped at high points to vent the air. All foreign material shall then be flushed from the main. If possible, a flushing velocity of 2 fps shall be run through the mains until clean.

The portion to be tested shall be placed under a constant 150 percent of working pressure or 100 psi whichever is greater as designated by the project engineer, all leaks repaired, additional tests instituted and repairs made until all major leakages are eliminated. The test pressure shall be at the minimum pressure at highest point in the waterline. Further, line test pressure shall not exceed 15% of the pressure rating at the lowest point.

Allowable maximum leakage shall be determined as follows  $L = (ND_P / 7400)$ , where  $L$  = allowable leakage in gallons per hour,  $N$  if the total length tested divided by the standard length of pipe,  $D$  is the nominal diameter of the pipe in inches and  $P$  is the test pressure specified above.

A complete approved pressure test of a minimum of two-hour duration will be accomplished prior to disinfection. Obtaining water at the site for testing shall be the contractor's responsibility.

- 3 7    **Disinfection of Water Mains and Fittings**    Disinfection of water mains and appurtenances shall be in accordance with the AWWA Standard C651-86, however, the tablet method is not allowed. Chlorinated water shall be directed along and through all lines and appurtenances to be disinfected until a minimum of fifty ppm of chlorine is detected at representative points throughout the line. At the end of the 24-hour contact period, a minimum chlorine residual of 5 ppm free chlorine must be detected before disinfection will be considered successful. If unsuccessful, the lines must be re-chlorinated. Otherwise, the line shall be flushed out with clean water until a maximum of 0.4 ppm chlorine residual is detected. All valves and hydrants shall be operated several times during the twenty-four hour contact period. The disinfection water shall be wasted in an environmentally safe manner subject to the approval of the project engineer.

After disinfection, bacteriological samples will be collected and forwarded by the Contractor to a certified lab, such as the State Health Department, for analysis. If positive results are obtained, the system shall be disinfected again and samples resubmitted. This shall be repeated until negative results are obtained.

The method of disinfection and the chlorinating materials used shall be subject to the approval of the project engineer.

- 3 8    **Frost Protection**    In those instances where a water main or water service line crosses roadway ditch polystyrene insulation shall be placed over the main or service line for the entire width of the crossing extended a minimum of five (5) feet on each side of the crossing. The insulation shall be a minimum width of three (3) feet centered over the main or two (2) feet for the service line, and a minimum thickness of three (3) inches. The insulation shall be placed so there is no more than six (6) inches of cover between the top of the pipe and the insulation. Insulation shall either be lapped by 6 inches or shall be composed of at least 2 staggered layers. The insulation shall be rigid extruded polystyrene insulation board and shall be subject to the approval of the project engineer. Means shall be provided to insure a straight alignment of polystyrene at all times.

If two or more layers of insulation are used, each layer shall be placed to cover the joints of the preceding layer, and an appropriate adhesive suitable to the project engineer shall be used to fasten each layer to the layer immediately below. Construction equipment shall not operate directly on the insulation.

The first lift of backfill materials placed on the insulation shall be minimum of eight (8) inches of sand and it shall be end dumped and spread over the insulation by equipment approved by the project engineer.

Compaction of backfill material on the insulation layer shall be by equipment approved by the project engineer. Conventional construction equipment shall be allowed to operate on the compacted lift and normal construction practices shall be followed after the first lift of backfill material on the insulation has been placed and compacted.

- 3 9      Connections to existing distribution systems, if applicable, shall be made by a method subject to the approval of the project engineer and or as shown on the drawings. Connections to an existing water main shall not be made without first making the necessary arrangements with the owner of the existing utility in advance. Work shall not be started until all the materials, equipment, and labor have been assembled on the site. When work is started on a connection, it shall proceed continuously without interruption, and as rapidly as possible until completed. If the connection to the existing system involves turning off the water, the contractor shall be responsible for notifying the residents affected by the shutoff. No shutoff of mains will be permitted overnight, over weekends, or on Federal holidays.

**END OF SECTION**

## **SECTION 05000 MISCELLANEOUS METALS**

### **PART 1 - GENERAL**

#### **1 1 GENERAL**

- A Contractor shall furnish and install all miscellaneous metals identified on the Drawings
- B Related work
  - 1 Documents affecting work of this Section include, but are not necessarily limited to General Conditions, Supplementary Conditions, and Sections of these Specifications

#### **1 2 QUALITY ASSURANCE**

- A Comply with all local, state, and federal regulations concerning metals in wastewater construction
- B Reference Standards
  - 1 Manual of the American Institute of Steel Construction
  - 2 American Welding Society for Arc and Gas Welding in Building Construction

#### **1 3 SUBMITTALS**

- A Manufacturer's Literature Supply copies of descriptive literature and recommendations for installation
- B Certificates Supply copies of manufacturer's certification that supplied products comply with Specification requirements

#### **1 4 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A Deliver products on manufacturer's original skids, or in unopened protective packaging
- B Store to prevent physical damage
- C Protect materials during transportation and installation to avoid physical damage

2 1 MISCELLANEOUS METALS (City of Biddeford Standards)

- A Sanitary Manhole Frames and Covers C 29 by Laperle or approved equal with the word "Sewer" cast in the cover
- B Drain Manhole Frames and Covers C 29 by Laperle or approved equal with the word "Drain" cast in the cover
- C Catchbasin Frames and Grates shall be P 42B (24" Square) by Laperle

PART 3 - EXECUTION

3 1 GENERAL

- A All miscellaneous metal work shall be complete with all necessary bolts, nuts, washers, plates, fastenings, and other fittings
- B Materials shall be straight and joints, neatly framed or mitered true, square and well riveted, welded or bolted as shown or required
- C All miscellaneous metal work shall be accurately set and secured in position with lines plumb, level, and surfaces flush and square or otherwise in conformity with the structure, as shown on the plans
- D Conform to manufacturer's recommendations

**END OF SECTION**

## **5 POINTS RECONSTRUCTION**

From	To	Length	Size & Type
#1	#2	61 M	18" PVC (450MM)
DART	#1	9 M	10" PVC (250MM)
#2	#3	78 5 M	18" PVC (450MM)
BANK	#2	10 5 M	6" PVC (150MM)
#3	#4	81 5 M	18" PVC (450MM)
McD	#4	12 M	6" PVC (150MM)
#4	#5	43 5 M	18" PVC (450MM)
#5	#6	21 5 M	18" PVC (450MM)
#6	#7	85 5 M	15" PVC (375MM)
#6	WEST	30 5 M	8" PVC (200MM)
#7	#7A	30 5 M	15" PVC (375MM)
#10	#11	38 M	18" PVC (450MM)
APT	#11	10 M	6" PVC (150MM)
#11	#12	74 M	18" PVC (450MM)
#12	#13	27 5 M	18" PVC (450MM)
#13	#14-1	46 M	18" PVC (450MM)
#14-1	#15	26 5 M	18" PVC (450MM)
#15	#5	17 M	18" PVC (450MM)
#15	#16	17 5 M	15" PVC (375MM)
#16	L	26 M	15" PVC (375MM)
#16	#5	11 M	15" PVC (375MM)
L	#19	103 5 M	15" PVC (375MM)
CB #101	CB #102	10 M	12" N-12 (300MM)
CB #103	CB #104	10 M	12" N-12 (300MM)
CB #103	SMH #1	10 M	15" PVC (375MM)
CB #101	DMH #100	21 5 M	15" N-12 (375MM)
DMH #101	#10	3 M	15" PVC (375MM)
#5	Ex 12"	68 5 M	12" PVC (300MM)
CB #105	CB #103	50 M	15" N-12 (375MM)
BANK	CB #105	10 M	10" N-12 (250MM)
CB #106	CB #105	10 M	12" N-12 (300MM)
TOTALS			
		16 - SMH's	(1 2M)
		1 - SMH's	(1 8M)
		1 - DMH's	(1 2M)
		6 - CB's	(1 2M)
		514 5 M (18" PVC)	(450MM)
		287 M (15" PVC)	(375MM)
		68 5 M (12" PVC)	(300 MM)
		9 M (10" PVC)	(250 MM)
		32 5 M (8" PVC)	(200 MM)
		236 5 M (6" PVC)	(150MM)
		71 5 M (15" N-12)	(375MM)
		30 M (12" N-12)	(300MM)
		10 M (10" N-12)	(250MM)

# Permits & Cultural Resources Unit

PIN #: 7492.10 & 7492.30

Location: Biddeford Route 111

Permit Member: Ben Condon

Photographs ☐

Database/Projex ☒

Package to ENV Coordinator: 1/27/03

## ☒ HISTORIC AND CULTURAL RESOURCES

MHPC Historic Resources

N/A ☐

Applicable ☒

Approved ☒

MHPC Archeological Resources

N/A ☐

Applicable ☒

Approved ☒

Tribal

N/A ☐

Applicable ☐

Approved ☐

## ☒ 4(f) and 6(f)

Section 4(f)

N/A ☒

Applicable ☐

Approved ☐

LAWCON 6(f)

N/A ☒

Applicable ☐

Approved ☐

## ☒ Maine Department of Environmental Protection (MDEP) Site Location of Development

N/A ☒

Applicable ☐

Approved ☐

## ☒ Local Zoning, Title 30-A, Section 4325-6.

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes

☐ No ☒. If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☐. If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed.

Approved ☐

## ☒ Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat

Eagle Nest

N/A ☒

Applicable ☐

Approved ☐

Piping Plover

N/A ☒

Applicable ☐

Approved ☐

Roseate Tern

N/A ☒

Applicable ☐

Approved ☐

## ☒ Maine Department of Conservation/ Public Lands, Submerged Land Lease

N/A ☒

Applicable ☐

## ☒ Land Use Regulation Commission (LURC) ☒ Not Applicable

No permit

☐

Notice

☐

Approved ☐

Permit

☐

Approved ☐

## ☒ Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act

No permit required ☐

Exempt ☐

(Must use erosion and sediment control and not block fish passage.)

PBR ☒

Approved ☒

Tier 1

☐

Approved ☐

Tier 2

☐

Approved ☐

Tier 3

☐

Approved ☐

## ☒ Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

No permit required ☐

Category 1-NR ☒

Approved ☒

Category 2 ☐

Approved ☐

Category 3 ☐

Approved ☐

## ☒ IN-WATER TIMING RESTRICTIONS: 105 Special Provision ☐ No instream work indicated ☒

Dates instream work is allowed:

## ☒ Special Provision 656, Erosion Control Plan

\* Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)  
**PERMIT BY RULE NOTIFICATION FORM**  
(For use with DEP Regulation, Chapter 305)

■ MDOT PIN: 7492.10

Name of Applicant: State of Maine Department of Transportation      Name of Contact: David Gardner  
Mailing Address: 16 Station State House      Town/City: Augusta      State: Me.      Zip Code: 04330-0016  
Daytime Telephone #: (207)-287-5735      Name of Wetland, Water Body or Stream: Unnamed

Detailed Directions to Site: Project is on Route 111 beginning at the intersection of Route 1 and extending west 0.6 mile.

Town/City: Biddeford      Map #: N/A      Lot #: N/A      County: York

Description of Project: Project consists of Highway Improvements, which includes culvert work, shoulder work, new pavement, paving unpaved shoulders and guardrails. The project will be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control*.

Part of a larger project?      ☐ Yes      ☒ No

(CHECK ONE) This project... ☐ does      ☒ does not ...involve work below mean low water.

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Regulation, Chapter 305. I have a copy of PBR Sections checked below. I have read and will comply with all of the standards.

- |                                                                   |                                                                                   |                                                               |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Sec. (2) Soil Disturbance                | <input type="checkbox"/> Sec. (8) Shoreline stabilization                         | <input type="checkbox"/> Sec. (14) Piers, Wharves & Pilings   |
| <input type="checkbox"/> Sec. (3) Intake Pipes                    | <input type="checkbox"/> Sec. (9) Utility Crossing                                | <input type="checkbox"/> Sec. (15) Public Boat Ramps          |
| <input type="checkbox"/> Sec. (4) Replacement of Structures       | <input type="checkbox"/> Sec. (10) Stream Crossing                                | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects |
| <input type="checkbox"/> Sec. (5) REPEALED                        | <input checked="" type="checkbox"/> Sec. (11) State Transport. Facilities         | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas                   | <input type="checkbox"/> Sec. (18) Maintenance Dredging       |
| <input type="checkbox"/> Sec. (7) Outfall Pipes                   | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement |                                                               |

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that ***this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.***

I have attached all of the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- A \$50 (non-refundable) payment shall be done by internal billing.
- Attach a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ☐ Attach photographs showing existing site conditions (unless not required under standards).

Signature of Applicant: \_\_\_\_\_

John E. Dority, Chief Engineer

Date: \_\_\_\_\_

04/22/02

Keep the bottom copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office listed below.** The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP STATE HOUSE STATION 17 AUGUSTA, ME 04333-0017 (207)287-2111      PORTLAND DEP  
312 CANCO ROAD PORTLAND, ME 04103 (207)822-6300      BANGOR DEP 106 HOGAN ROAD BANGOR, ME  
04401 (207)941-4570      PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477

OFFICE USE ONLY  
PBR #      FP

Ck.#

Date

Staff

Acc. Date

Staff

Def. Date

After Photos

**Chapter 305: PERMIT BY RULE Section 11**  
**State Transportation Facilities**

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- 1. Introduction.** A "permit by rule" or "PBR", when approved by the Department of Environmental Protection (DEP), is an approval for an activity that requires a permit under the Natural Resources Protection Act (NRPA). Only those activities described in this chapter may proceed under the PBR process. A PBR activity will not significantly affect the environment if carried out in accordance with this chapter, and generally has less of an impact on the environment than an activity requiring an individual permit. A PBR satisfies the Natural Resources Protection Act (NRPA) permit requirement and Water Quality Certification requirement.

If a proposed activity is not described in this chapter, or will not be conducted in accordance with the standards of this chapter, the applicant must obtain an individual permit prior to beginning the activity.

- A. Location of activity.** The location of an activity may affect whether an activity qualifies for PBR, and whether review by the Department of Inland Fisheries and Wildlife is required.

- (1) Type of resource. For some types of activities, the availability of a PBR is affected by the type of natural resource in or adjacent to which the activity is proposed. For example, an applicant proposing an activity consisting of "Movement of rocks or vegetation" may receive a PBR only if the activity will take place in a great pond, river, stream or brook. Limitations concerning the location of activities are addressed in the "Applicability" provision in each section of this chapter.
- (2) Essential habitat. Essential habitats include areas critical to the survival of threatened and endangered species such as the bald eagle, least tern, roseate tern, and piping plover. If the activity is located in essential habitat, such as near an eagle nesting site, a PBR is only available if the applicant obtains written approval from the Department of Inland Fisheries and Wildlife (IF&W). This approval from IF&W must be submitted to the DEP with the PBR notification form, and the applicant must follow any conditions stated in the IF&W approval.

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NOTE: Maps showing areas of essential habitat are available from the Department of Inland Fisheries and Wildlife regional headquarters, municipal offices, the Land Use Regulation Commission (for unorganized territories) and DEP regional offices. If the activity is located in essential habitat, IF&W must be contacted to request and obtain a "certification of review and approval".

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- B. Notification.** The applicant must file notice of the activity with the DEP prior to beginning work on the activity. The notification must be on a form provided by the DEP and must include any submissions required in this chapter. The applicant must keep a copy to serve as the permit.

The notification form must be sent to the DEP by certified mail (return receipt requested), or hand delivered to the DEP and date stamped by the department.

**C. Effective period**

- (1) Beginning of period. The PBR becomes effective 14 calendar days after the DEP receives the notification form, unless the DEP approves or denies the PBR prior to that date. If the DEP does not speak with or write to the applicant within this 14 day period regarding the PBR notification, the applicant may proceed to carry out the activity.

There are three exceptions regarding the effective date of an approved PBR:

- (a) Activities listed in Section 10 (Stream crossings) occurring in association with forest management are exempt from the 14 day waiting period.
- (b) Activities listed in Section 2 (Soil disturbance) and Section 10 (Stream crossings) performed or supervised by individuals currently certified in erosion control practices by the DEP are exempt from the 14 day waiting period. To be certified in erosion control practices, an individual must successfully complete all course requirements of the Voluntary Contractor Certification Program administered by the DEP's Nonpoint Source Training and Resource Center.
- (c) Activities that are part of a larger project requiring a permit under the Site Location of Development or the Storm Water Management Acts may not proceed until any required permit under those laws is obtained.

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NOTE: Activities that are part of a larger project may require other permits from the DEP also. These other laws may prohibit the start of construction of any part of the project unless a permit under that law is obtained. In these cases, while not a violation of this rule, starting work on a PBR approved activity would be a violation of those other applicable laws.

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- (2) End of period. The PBR is generally effective for 2 years from the date of approval, except that a PBR for "Replacement of structures" under Section 4 is effective for 3 years.

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NOTE: Activities that qualify under this chapter may need to meet other local, state and federal requirements. Examples -- (1) If an activity extends below the low water line of a lake, coastal wetland or international boundary water, the applicant should contact the Bureau of Parks and Lands (287-3061) concerning possible lease or easement requirements, or (2) If an activity will involve work below the mean high water line in navigable waters of the United States, the applicant should contact the Army Corps of Engineers (623-8367).

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**D. Discretionary authority.** Notwithstanding compliance with the PBR applicability requirements and standards set forth in this chapter, the DEP may require an individual permit application to be filed in any case where credible evidence indicates that the activity:

- (1) May violate the standards of the NRPA (38 M.R.S.A. Section 480-D);
- (2) Could lead to significant environmental impacts, including cumulative impacts; or
- (3) Could adversely impact a resource of special concern.

If an individual permit is required pursuant to this subsection, the DEP shall notify the applicant in writing within the 14 calendar day waiting period described in sub-section (C) above. When the DEP notifies an applicant that an individual permit is required, no work may be conducted unless and until the individual permit is obtained.

**E. Violations.** A violation of law occurs when a person, or his or her agent, performs or causes to be performed any activity subject to the NRPA without first obtaining a permit from the DEP, or acts contrary to the provisions of a permit. The person, his or her agent, or both, may be held responsible for the violation. Commonly, the "person" is the landowner, and the "agent" is the contractor carrying out the activity. A violation occurs when:

- (1) An activity occurs that is not allowed under PBR, whether or not a PBR notification form has been filed with and/or approved by the DEP;
- (2) An activity occurs that is allowed under PBR, but a PBR for the activity has not become effective prior to the beginning of the activity; or
- (3) An activity occurs that is allowed under PBR and a PBR for the activity is in effect, but the standards specified in this chapter are not met.

See the "applicability" provision under each activity for rules concerning what activities are allowed under PBR. A PBR is only valid for the person listed on the notification form, or for his or her agent.

Each day that a violation occurs or continues is considered a separate offense. Violations are subject to criminal penalties and civil penalties of not less than \$100 nor more than \$10,000 for each day of that violation (38 M.R.S.A. Section 349).

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NOTE: A local Code Enforcement Officer (CEO) may take enforcement action for a violation of the Natural Resources Protection Act if he or she is authorized to represent a municipality in District Court, and he or she has been certified as familiar with court procedures, 30-A M.R.S.A. Section 4452(7).

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**Chapter 305 Section 11****State transportation facilities****A. Applicability**

- (1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.
- (2) This section does not apply to an activity within a coastal sand dune system.

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NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

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**B. Standards**

- (1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.
- (2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority, and the DEP's Division of Environmental Assessment prior to the notification being filed with the DEP. The activity must be performed according to any recommendations from these authorities.
- (3) The activity must be performed in accordance with erosion control measures conforming with the State of Maine Department of Transportation Standard Specifications for Highways and Bridges Revision of April 1995 and with the Department of Transportation's Best Management Practices for Erosion and Sediment Control, September 1997.

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NOTE: Guidance on the use of erosion control best management practices can be obtained from the on site Construction Manager.

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- (4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.
- (5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.
- (6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.
- (7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland Protection Rules, if the activity alters less than 15,000 square feet

of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:

- (a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or
- (b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or
- (c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(1), 9(B) and 9(C).

- (8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must improve passage beyond what restriction may already exist unless the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority and the DEP's Division of Environmental Assessment concur that the improvement is not necessary.
- (9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.
- (10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, with the exception of culvert installation, the applicant must divert flow away from the activity while work is in progress.
  - (a) Diversion may be accomplished by the use of stable, inert material. No more than two thirds (2/3) of stream width may be diverted at one time.
  - (b) Any material used to divert water flow must be completely removed upon completion of the activity, and the stream bottom must be restored to its original condition.
  - (c) A pump may be operated, where necessary, for a temporary diversion. The pump outlet must be located and operated such that erosion or the discharge of sediment to the water is prevented.

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NOTE: Guidance on the appropriate location of a diversion and materials which should be used for a stream diversion can be obtained from the on site Construction Manager.

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- (11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom.
- (12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.

- (13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Hay bales or silt fence must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 et seq.
- (14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above. Measures, such as a silt boom or staked fencing, must be employed to reduce and isolate turbidity.
- (15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

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NOTE: Guidance on the location of construction limits can be obtained from the on site Construction Manager.

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- (16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used, provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.
- (17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.
- (18) Soil may not be disturbed during any period when soils are saturated due to rain or snow melt, except as necessary to protect work in progress or as required for bridge maintenance activities. Areas where soils are saturated (i.e. water drips from the soil when squeezed by hand, or the soil is capable of being rolled into a rod 1/8th inch in diameter that does not crumble) must be immediately mulched if they are disturbed.
- (19) Disturbed soil must be protected within one week from the time it was last actively worked, and prior to any storm event, using temporary or permanent measures such as the placement of riprap, sod, mulch, erosion control blankets, or other comparable measures.
- (20) Hay bale or straw mulch, where used, must be applied at a rate of at least one bale per 500 square feet (1 to 2 tons per acre).
- (21) If mulch is likely to be moved because of steep slopes or wind exposure, it must be anchored with netting, peg and twine, binder or other suitable method and must be maintained until a catch of vegetation is established over the entire disturbed area.
- (22) In addition to the placement of riprap, sod, erosion control blankets or mulch, additional steps must be taken where necessary to prevent sedimentation of the water. Evidence of sedimentation includes visible sheet, rill or gully erosion, discoloration of water by

suspended particles and/or slumping of banks. Silt fences, staked hay bales and other sedimentation control measures, where planned for, must be in place prior to the commencement of an activity, but must also be installed whenever necessary to prevent erosion and sedimentation.

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NOTE: Guidance on the location and proper installation of erosion control measures can be obtained from the on site Construction Manager.

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- (23) Temporary erosion control measures must be maintained and inspected weekly until the site is permanently stabilized with vegetation or other permanent control measures. Erosion control measures must also be inspected immediately prior to and following storms.
- (24) Permanent erosion control measures protecting all disturbed areas must be implemented within 30 days from the time the areas were last actively worked, or for fall and winter activities by the following June 15, except where precluded by the type of activity (e.g. riprap, road surfaces, etc.). The permanent erosion control measures must be maintained.
- (25) The applicant shall immediately take appropriate measures to prevent erosion or sedimentation from occurring or to correct any existing problems, regardless of the time of year.
- (26) Non-native species may not be planted in restored areas.
- (27) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 et seq.
- (28) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.
- (29) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

**C. Definitions.** The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

- (1) Diversion. A rerouting of a river, stream or brook to a location outside of its established channel.
- (2) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.

- (3) Floodplain wetlands. Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.
- (4) Riprap. Rocks that are fit into place, usually without mortar, on a slope as defined in the State of Maine, Department of Transportation, Standard Specifications for Highway and Bridges, revision of April 1995.

Permit No: GP-39

Effective Date: Sept. 29, 2000

Expiration Date: Sept. 29, 2005

Applicant: General Public, State of Maine

**DEPARTMENT OF THE ARMY  
PROGRAMMATIC GENERAL PERMIT  
STATE OF MAINE**

The New England District of the U.S. Army Corps of Engineers hereby issues a programmatic general permit (PGP) that expedites review of minimal impact work in coastal and inland waters and wetlands within the State of Maine. Activities with minimal impacts, as specified by the terms and conditions of this general permit and on the attached DEFINITION OF CATEGORIES sheets, are either non-reporting (provided required local and state permits are received), or are reporting, to be screened by the Corps and Federal Resource Agencies for applicability under the general permit. This general permit does not affect the Corps individual permit review process or activities exempt from Corps jurisdiction.

**Activities Covered:** work and structures that are located in, or that affect, navigable waters of the United States (regulated by the Corps under Section 10 of the Rivers and Harbors Act of 1899) and the discharge of dredged or fill material into waters of the United States (regulated by the Corps under Section 404 of the Clean Water Act), and the transportation of dredged material for the purpose of disposal in the ocean (regulated by the Corps under Section 103 of the Marine Protection, Research and Sanctuaries Act).

**PROCEDURES:**

**A. State Approvals**

For projects authorized pursuant to this general permit that are also regulated by the State of Maine, the following state approvals are also required and must be obtained in order for this general permit authorization to be valid (applicants are responsible for ensuring that all required state permits and approval have been obtained):

- (a) Maine Department of Environmental Protection (DEP): Natural Resources Protection Act permit, including permit-by-rule and general permit authorizations; Site Location and Development Act permit; and Maine Waterway Development and Conservation Act.
- (b) Maine Department of Conservation: Land Use Regulation Commission (LURC) permit.
- (c) Maine Department of Marine Resources: Lease.
- (d) Bureau of Public Lands, Submerged Lands: Lease.

Note that projects not regulated by the State of Maine (e.g., seasonal floats or moorings) may still be authorized by this general permit.

## **B. Corps Authorizations : Category I (Non-Reporting)**

Work in Maine subject to Corps jurisdiction that meets the definition of Category I on the attached DEFINITION OF CATEGORIES sheets and that meets all of this permit's other conditions, does not require separate application to the Corps of Engineers. If the State or the Corps does not contact the applicant for PBRs and Tier One permits during the State's Tier One 30-day review period, Corps approval may be assumed and the project may proceed. Refer to the Procedures Section at Paragraph E below for additional information regarding screening.

**Note that the review thresholds under Category I apply to single and complete projects only (see special condition 5). Also note that Category I does not apply to projects occurring in a component of, or within 0.25 miles up and downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System (see condition 11, and page 9 for the listed rivers in Maine).**

There are also restrictions on other national lands or concerns which must be met in order for projects to be eligible for authorization under this PGP. Refer to special conditions 6-13 under Paragraph F below.

Work that is not regulated by the State of Maine, but that is subject to Corps jurisdiction, is eligible for Corps authorization under this PGP in accordance with the review thresholds and conditions contained herein.

Although Category I projects are non-reporting, the Corps reserves the right to require screening or an individual permit review if there are concerns for the aquatic environment or any other factor of the public interest (see special condition 4 on Discretionary Authority). The Corps review or State/Federal screening process may also result in project modification, mitigation or other special conditions necessary to minimize impacts and protect the aquatic environment as a requirement for PGP approval.

## **C. Corps Authorization: Category II (Reporting – requiring screening)**

### **APPLICATION PROCEDURES**

For projects that do not meet the terms of Category I (see DEFINITION OF CATEGORIES sheets), the Corps, State, and Federal Resource Agencies will conduct joint screening meetings to review applications. If projects are concurrently regulated by the DEP or LURC, applicants do not need to submit separate applications to the Corps. For projects not regulated by DEP or LURC, applicants must submit an application to the Corps Maine Project Office for a case-by-case determination of eligibility under this general permit (Category II). **Category II projects may not proceed until written notification is received from the Corps.**

Category II projects which occur in a component of, or within 0.25 mile up or downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System, will be coordinated with the National Park Service (see special condition 11, and page 9 for listed rivers in Maine).

There are also restrictions on other national lands or concerns which must be met in order for projects to be eligible for authorization under this PGP. Refer to special conditions 6-14 under Paragraph E below.

Category II applicants shall submit a copy of their application materials to the Maine Historic Preservation Commission and/or applicable Indian tribe(s) at the same time, or before, they apply to the DEP, LURC, or the Corps so that the project can be reviewed for the presence of historic/archaeological resources in the project area that may be affected by the proposed work. **Applications to the DEP or the Corps should include information to indicate that this has been done (applicant's statement or copy of cover letter to Maine Historic Preservation Commission and/or Indian tribe(s)).**

**The Corps may require additional information on a case-by-case basis as follows:**

- (a) purpose of project;
- (b) 8 1/2" by 11" plan views of the entire property including property lines and project limits with existing and proposed conditions (**legible, reproducible plans required**);
- (c) wetland delineation for the site, information on the basis of the delineation, and calculations of waterway and wetland impact areas (see special condition 2);
- (d) typical cross-section views of all wetland and waterway fill areas and wetland replication areas;
- (e) delineation of submerged aquatic vegetation, e.g., eel grass beds, in tidal waters;
- (f) area, type and source of fill material to be discharged into waters and wetlands, including the volume of fill below ordinary high water in inland waters and below the high tide line in coastal waters;
- (g) mean low, mean high water and high tide elevations in navigable waters;
- (h) limits of any Federal navigation project in the vicinity and State Plane coordinates for the limits of the proposed work closest to the Federal project;
- (i) on-site alternatives analysis (contact Corps for guidance);
- (j) identify and describe potential impacts to Essential Fish Habitat (contact Corps for guidance);
- (k) for dredging projects, include:
  - 1) the volume of material and area in square feet to be dredged below mean high water,
  - 2) existing and proposed water depths,
  - 3) type of dredging equipment to be used,
  - 4) nature of material (e.g., silty sand),

- 5) any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects,
- 6) information on the location and nature of municipal or industrial discharges and occurrences of any contaminant spills in or near the project area,
- 7) location of the disposal site (include locus sheet),
- 8) shellfish survey, and
- 9) sediment testing, including physical, chemical and biological testing. For projects proposing open water disposal, applicants are encouraged to contact the Corps as early as possible regarding sampling and testing protocols.

The Corps may request additional information. Dredging applicants may be required to conduct a shellfish and/or eel grass survey and sediment testing, including physical, chemical and biological testing. Sediment sampling and testing plans should be prepared or approved by the Corps before the samples are collected.

#### **STATE-FEDERAL SCREENING PROCEDURES:**

The Corps intends to utilize the application information required by the State for its regulatory program to the maximum extent practicable and the Corps normally will not be interacting with an applicant who is concurrently making application to the DEP or LURC. Projects not regulated by the State, but needing Corps of Engineers approval, **must apply directly to the Corps**. The joint screening meeting for Category II projects will occur regularly at the Corps or State offices and will involve representatives from the DEP, the Corps, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service.

The Corps and Federal Resource Agencies will classify the project within the State's review period, not to exceed 60 days, as: 1) approvable under the PGP as proposed; 2) needs additional information, including possible project modification, mitigation or other special conditions to minimize impacts; or 3) exceeds the terms or conditions of the PGP, including the minimal effects requirement, and an individual permit review will be required. In addition, the Corps retains the ability to exercise its discretionary authority and require an individual permit, irrespective of whether the terms and conditions of this general permit are met, based on concerns for the aquatic environment or any factor of the public interest (see special condition 4 on Discretionary Authority). All Category II projects must receive written approval from the Corps before work can proceed. If the project is not approvable as proposed, the DEP, LURC, or the Corps will contact the applicant to discuss the concerns raised. If the applicant is unable to resolve the concerns, the Corps, independently or at the request of the Federal Resource Agencies, will require an individual permit for the project. The applicant will be notified of this in writing, along with information about submitting the necessary application materials. The comments from the Federal Resource Agencies to the Corps may be verbal initially, and must be made within 10 working days of the screening meeting. These comments must be confirmed in writing within 10 calendar days of the verbal response if the Resource Agency(ies) will request an individual permit. The Federal Resource Agency's comments must reflect a concern within their area of expertise, state the species or resources that could be impacted by the project, and describe the impacts that either individually or cumulatively will be more than minimal.

## MINERALS MANAGEMENT SERVICE (MMS) REVIEW

For Category II projects which involve construction of solid fill structures or discharge of fills along the coast which may extend the coastline or baseline from which the territorial sea is measured, coordination between the Corps and Minerals Management Service (MMS), Continental Shelf (OCS) Survey Group, will be needed (pursuant to the Submerged Lands Act, 43 U.S.C., Section 1301-1315, 33 CFR 320.4(f)). During the screening period, the Corps will forward project information to MMS for their review. MMS will coordinate their determination with the Department of the Interior (DOI) Solicitor's Office. The DOI will have 15 calendar days from the date MMS is in receipt of project information to determine if the baseline will be affected. No notification to the Corps within 15 day review period will constitute a "no affect" determination. Otherwise, the solicitor's notification to the Corps may be verbal but must be followed with a written confirmation within 10 business days from the date of the verbal notification. This procedure will be eliminated if the State of Maine provides a written waiver of interest in any increase in submerged lands caused by a change in the baseline resulting from solid fill structure or fills authorized under this general permit.

### **D. Corps Authorization: Category III (Individual Permit)**

Work that is in the INDIVIDUAL PERMIT category on the attached DEFINITION OF CATEGORIES sheets, or that does not meet the terms and conditions of this general permit, will require an application for an individual permit from the Corps of Engineers (see 33 CFR Part 325.1). The screening procedures outlined above will only serve to delay project review in such cases. The applicant should submit the appropriate application materials (including the Corps application form) at the earliest possible date. General information and application forms can be obtained at (207) 623-8367 (Maine Field Office), (800) 343-4789, or (800) 362-4367 in Massachusetts. Individual water quality certification and coastal zone management consistency concurrence will be required from the State of Maine before Corps permit issuance.

### **E. Programmatic General Permit Conditions:**

The following conditions apply to activities authorized under the PGP, including all Category I (non-reporting) and Category II (reporting – requiring screening) activities:

#### **GENERAL REQUIREMENTS:**

1. **Other Permits.** Authorization under this general permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
2. **Applicability of this general permit shall be evaluated with reference to Federal jurisdictional boundaries.** Applicants are responsible for ensuring that the boundaries used satisfy the federal criteria defined at 33 CFR 328-329.
3. **Minimal Effects.** Projects authorized by this general permit shall have minimal individual and cumulative adverse environmental impacts as determined by the Corps.

4. **Discretionary Authority.** Notwithstanding compliance with the terms and conditions of this permit, the Corps of Engineers retains discretionary authority to require review for an individual permit based on concerns for the aquatic environment or for any other factor of the public interest. This authority is invoked on a case-by-case basis whenever the Corps determines that the potential consequences of the proposal warrant individual review based on the concerns stated above. This authority may be invoked for projects with cumulative environmental impacts that are more than minimal or if there is a special resource or concern associated with a particular project that is not already covered by the remaining conditions of the PGP and that warrants greater review.

Whenever the Corps notifies an applicant that an individual permit may be required, authorization under this general permit is void and no work may be conducted until the individual Corps permit is obtained or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under this general permit.

5. **Single and Complete Projects.** This general permit shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single project and/or all planned phases of multi-phased projects shall be treated together as constituting one single and complete project (e.g., subdivisions should include all work such as roads, utilities, and lot development). This general permit shall not be used for any activity that is part of an overall project for which an individual permit is required.

#### NATIONAL CONCERNS:

6. **St. John/St. Croix Rivers.** This covers work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission. This includes any temporary or permanent use, obstruction or diversion of international boundary waters which could affect the natural flow or levels of waters on the Canadian side of the line, as well as any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters when the activity could raise the natural level of water on the Canadian side of the boundary.
7. **Historic Properties.** Any activity authorized by this general permit shall comply with Section 106 of the National Historic Preservation Act. Information on the location and existence of historic resources can be obtained from the Maine Historic Preservation Commission and the National Register of Historic Places. Federally recognized tribes (Penobscots, Passamaquoddys, Micmacs, and Maliseets) may know of the existence of other sites that may be of significance to their tribes. See page 14 for historic properties contacts.

Applicants with projects which will undergo the screening process (Category II) shall submit a copy of their application materials, with the name and address of the applicant clearly indicated, to the Maine Historic Preservation Commission, 55 Capitol Street, State House Station 65, Augusta, Maine 04333, and to the applicable tribe(s) to be reviewed for the presence of historic and/or archaeological resources in the permit area that may be affected by the proposed work. The Corps will then be notified by the Commission and/or

Tribe within 10 days if there are State and/or tribal concerns that the proposed work will have an effect on historic resources. The applicant should include with their application to the State or the Corps either a copy of their cover letter or a statement of having sent their application material to the Commission and Tribe(s).

If the permittee, either prior to construction or during construction of the work authorized herein, encounters a previously unidentified archaeological or other cultural resource, within the area subject to Department of the Army jurisdiction, that might be eligible for listing in the National Register of Historic Places, he/she shall stop work and immediately notify the District Engineer and the Maine Historic Preservation Commission and/or applicable Tribe(s).

8. **National Lands.** Activities authorized by this general permit shall not impinge upon the value of any National Wildlife Refuge, National Forest, or any area administered by the National Park Service.
9. **Endangered Species.** No activity is authorized under this general permit which
  - may affect a threatened or endangered species or a species proposed for such designation as identified under the Federal Endangered Species Act (ESA),
  - is likely to destroy or adversely modify the critical habitat or proposed critical habitat of such species,
  - would result in a 'take' of any threatened or endangered species of fish or wildlife, or
  - would result in any other violation of Section 9 of the ESA protecting threatened or endangered species of plants.

Applicants shall notify the Corps if any listed species or critical habitat, or proposed species or critical habitat, is in the vicinity of the project and shall not begin work until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. Information on the location of threatened and endangered species and their critical habitat can be obtained from the U.S. Fish and Wildlife Service and National Marine Fisheries Service (addresses attached, page 14).

10. **Essential Fish Habitat.** As part of the PGP screening process, the Corps will coordinate with the National Marine Fisheries Service (NMFS) in accordance with the 1996 amendments to the Magnuson-Stevens Fishery and Conservation Management Act to protect and conserve the habitat of marine, estuarine and anadromous finfish, mollusks, and crustaceans. This habitat is termed "essential fish habitat (EFH)", and is broadly defined to include "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." Applicants may be required to describe and identify potential impacts to EFH based upon the location of the project, the activity proposed, and the species present. Conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. Information on the location of EFH can be obtained from the NMFS regulations (50 CFR Part 600) (address listed on page 14) and on their web site (<http://www.nero.nmfs.gov/ro/doc/webintro.html>).

The EFH designation for Atlantic salmon includes all aquatic habitats in the watershed of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration:

St. Croix River	Pleasant River	Union River
Boyden River	Narraguagus River	Ducktrap River
Dennys River	Tunk Stream	Sheepscot River
Hobart Stream	Patten Stream	Kennebec River
Aroostook River	Orland River	Androscoggin River
East Machias River	Penobscot River	Presumpscot River
Machias River	Passagassawaukeag River	Saco River

11. **Wild and Scenic Rivers.** Any activity that occurs in a component of, or within 0.25 mile up or downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System, **must be reviewed by the Corps under the procedures of Category II of this general permit regardless of size of impact.** This condition applies to both designated wild and scenic rivers and rivers designated by Congress as study rivers for possible inclusion while such rivers are in an official study status. The Corps will consult with the National Park Service (NPS) with regard to potential impacts of the proposed work on the resource values of the Wild and Scenic River. The culmination of this coordination will be a determination by the NPS and the Corps that the work: (1) may proceed as proposed; (2) may proceed with recommended conditions; or (3) could pose a direct and adverse effect on the resource values of the river and an individual permit is required. If preapplication consultation between the applicant and the NPS has occurred whereby the NPS has made a determination that the proposed project is appropriate for authorization under this PGP (with respect to wild and scenic river issues), this determination should be furnished to the Corps with submission of the application. The address of the NPS can be found on Page 14 of this permit. *National Wild/Scenic Rivers System (Designated River in Maine) as of 5/2/00: Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River. Length = 92 miles*
12. **Federal Navigation Project.** Any structure or work that extends closer to the horizontal limits of any Corps navigation project than a distance of three times the project's authorized depth (see attached map following page 16 for locations of these projects) shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys.
13. **Navigation.** There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein.

The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure

or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

14. **Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following: (a) damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; (b) damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest; (c) damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit; (d) design or construction deficiencies associated with the permitted work; (e) damage claims associated with any future modification, suspension, or revocation of this permit.

#### MINIMIZATION OF ENVIRONMENTAL IMPACTS:

15. **Minimization.** Discharges of dredged or fill material into waters of the United States shall be avoided and minimized to the maximum extent practicable, regardless of review category.
16. **Work in Wetlands.** Heavy equipment working in wetlands shall be avoided if possible, and **if required, shall be placed on mats or other measures taken** to minimize soil and vegetation disturbance. Disturbed areas in wetlands shall be restored to preconstruction contours and conditions upon completion of the work.
17. **Temporary Fill.** Temporary fill in waters and wetlands authorized by this general permit (e.g., access roads, cofferdams) shall be properly stabilized during use to prevent erosion. Temporary fill in wetlands shall be placed on geotextile fabric laid on existing wetland grade. Temporary fills shall be disposed of at an upland site, suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas shall be restored to their approximate original contours but not higher. No temporary fill shall be placed in waters or wetlands unless specifically authorized by the Corps.
18. **Sedimentation and Erosion Control.** Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, vegetated filter strips, geotextile silt fences or other devices, shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion, of collecting sediment, suspended and floating materials, and of filtering fine sediment. These devices shall be removed upon completion of work and the disturbed areas shall be stabilized. The sediment collected by these devices shall be removed and placed at an upland location in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

19. **Waterway Crossings.**

- (a) All temporary and permanent crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed to withstand and to prevent the restriction of high flows, to maintain existing low flows, and to not obstruct the movement of aquatic life indigenous to the waterbody beyond the actual duration of construction.
- (b) Temporary bridges, culverts, or cofferdams shall be used for equipment access across streams (NOTE: areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this general permit).
- (c) For projects that otherwise meet the terms of Category I, instream construction work shall be conducted during the low flow period July 15 - October 1 in any year. Projects that are not to be conducted during that time period are ineligible for Category I and shall be screened pursuant to Category II, regardless of the waterway and wetland fill and/or impact area.

20. **Discharge of Pollutants.** All activities involving any discharge of pollutants into waters of the United States authorized under this general permit shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1251) and applicable state and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this permit, the authorized work shall be modified to conform with these standards within six months of the effective date of such revision or modification, or within a longer period of time deemed reasonable by the District Engineer in consultation with the Regional Administrator of the Environmental Protection Agency. Applicants may presume that state water quality standards are met with issuance of the 401 Water Quality Certification.

21. **Spawning Areas.** Discharges into known 1) fish and shellfish spawning or nursery areas; and 2) amphibian and waterfowl breeding areas, during spawning or breeding seasons shall be avoided, and impacts to these areas shall be avoided or minimized to the maximum extent practicable during all times of year.

22. **Storage of Seasonal Structures.** Coastal structures such as pier sections and floats that are removed from the waterway for a portion of the year shall be stored in an upland location located above mean high water and not in tidal marsh.

23. **Environmental Values.** The permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner so as to maintain as much as is practicable, and to minimize any adverse impacts on, existing fish and wildlife and natural environmental values.

24. **Protection of Vernal Pools.** Impacts to uplands in proximity (within 500 feet) to the vernal pools referenced in DEFINITIONS OF CATEGORIES shall be minimized to the maximum extent possible.

## PROCEDURAL CONDITIONS:

25. **Cranberry Development Projects.** For Cranberry development projects authorized under the PGP, the following conditions apply:
1. If a cranberry bog is abandoned for any reason, the area must be allowed to convert to natural wetlands unless an individual permit is obtained from the Corps of Engineers allowing the discharge of fill for an alternate use.
  2. No stream diversion shall be allowed under this permit.
  3. No impoundment of perennial streams shall be allowed under this permit.
  4. The project shall be designed and constructed to not cause flood damage on adjacent properties.
26. **Inspections.** The permittee shall permit the District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with the terms and conditions of this permit. The District Engineer may also require post-construction engineering drawings for completed work, and post-dredging survey drawings for any dredging work. **To facilitate these inspections, the attached work notification form should be filled out and returned to the Corps for all Category II projects.**
27. **Maintenance.** The permittee shall maintain the work or structures authorized herein in good condition, including maintenance, to ensure public safety. Dredging projects: note that this does not include maintenance of dredging projects. Maintenance dredging is subject to the review thresholds described on the attached DEFINITION OF CATEGORIES sheets and/or any conditions included in a written Corps authorization.
28. **Property Rights.** This permit does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations. **If property associated with work authorized by the PGP is sold, the PGP authorization is automatically transferred to the new property owner. The new property owner should provide this information to the Corps in writing. No acknowledgement from the Corps is necessary.**
29. **Modification, Suspension, and Revocation.** This permit may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7 and any such action shall not be the basis for any claim for damages against the United States.
30. **Restoration.** The permittee, upon receipt of a notice of revocation of authorization under this permit, shall restore the wetland or waterway to its former condition without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

31. **Special Conditions.** The Corps, independently or at the request of the Federal Resource Agencies, may impose other special conditions on a project authorized pursuant to this general permit that are determined necessary to minimize adverse environmental effects or based on any other factor of the public interest. Failure to comply with all conditions of the authorization, including special conditions, will constitute a permit violation and may subject the permittee to criminal, civil, or administrative penalties or restoration.
32. **False or Incomplete Information.** If the Corps makes a determination regarding the eligibility of a project under this permit and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the permit shall not be valid and the government may institute appropriate legal proceedings.
33. **Abandonment.** If the permittee decides to abandon the activity authorized under this general permit, unless such abandonment is merely the transfer of property to a third party, he/she must restore the area to the satisfaction of the District Engineer.
34. **Enforcement cases.** This general permit does not apply to any existing or proposed activity in Corps jurisdiction associated with an on-going Corps of Engineers or Environmental Protection Agency enforcement action until such time as the enforcement action is resolved or the Corps determines that the activity may proceed independently without compromising the enforcement action. The Corps may choose not to accept applications or issue permits to any applicant with outstanding violations.
35. **Emergency situations.** This PGP can be used to authorize the repair, rehabilitation, or replacement of those structures destroyed by storms, floods, fire or other discrete unexpected and catastrophic event. In such situations and if the work exceeds Category I limitations, if applicant applies to the Corps within 30 days of the event, the Corps will attempt to contact the resource agencies for their approvals but, if unable to contact them, will issue an emergency permit and review them after-the-fact with the agencies at the next joint processing meeting. Proposed work submitted more than 30 days after the emergency will go through the standard PGP procedures.

#### DURATION OF AUTHORIZATION/GRANDFATHERING:

36. **Duration of Authorization.** Activities authorized under this general permit that have commenced (i.e., are under construction) or are under contract to commence in reliance upon this authorization will remain authorized provided the activity is completed within twelve months of the date of the general permit's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 325.2 (e)(2). Activities completed under the authorization of the general permit that was in effect at the time the activity was completed will continue to be authorized by the general permit.

**37. Previously Authorized Activities.**

- (a) Activities which have commenced (i.e., are under construction or are under contract to commence) prior to the issuance date of this general permit, in reliance upon the terms and conditions of the non-reporting category of the previous Maine PGP shall remain authorized provided the activity is completed within twelve months of the date of issuance of this general permit, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with special condition 4. The applicant must be able to document to the Corps satisfaction that the project was under construction or contract by the appropriate date.
- (b) Projects that have received written verification or approval from the Corps, based on applications made to the Corps prior to issuance of this general permit, for the previous Maine SPGP and PGP, Nationwide permits, regional general permits, or letters of permission shall remain authorized as specified in each authorization.
- (c) This general permit does not affect activities authorized pursuant to 33 CFR Part 330.3 (activities occurring before certain dates).

{PRIVATE}DISTRICT  
ENGINEER\_\_\_\_\_

DATE\_\_\_\_\_

## CONTACTS FOR MAINE PROGRAMMATIC GENERAL PERMIT:

*U.S. Army Corps of Engineers*  
Maine Project Office  
675 Western Avenue #3  
Manchester, Maine 04351  
207-623-8367  
Fax # 207-623-8206

*Federal Endangered Species*  
U.S. Fish and Wildlife Service  
Maine Field Office  
1033 South Main Street  
Old Town, Maine 04468  
207-827-5938  
Fax # 207-827-6099

*Wild and Scenic Rivers*  
National Park Service  
North Atlantic Region  
15 State Street  
Boston, MA 02109  
617-223-5203

*Maine Historic Preservation Commission*  
55 Capitol Street  
State House Station 65  
Augusta, Maine 04333  
207-287-2132  
Fax # 207-287-2335

*Aroostook Band of Micmacs*  
P.O. Box 772  
Presque Isle, Maine 04769  
207-764-1972  
Fax # 207-764-7667

*Passamaquoddy Tribe of Indians*  
Pleasant Point Reservation  
Attn: Tribal Council  
P.O. Box 343  
Perry, Maine 04667  
207-853-2600  
Fax # 207-853-6039

*Federal Endangered Species and Essential  
Fish Habitat*  
National Marine Fisheries Service  
One Blackburn Drive  
Gloucester, Massachusetts 01939  
978-281-9102  
Fax # 978-281-9301

*Houlton Band of Maliseet Indians*  
Attn: Brenda Commander, Tribal Chief  
Route 3 – Box 450  
Houlton, Maine 04730  
207-532-4273  
Fax # 207-532-2660

*Passamaquoddy Tribe of Indians*  
Indian Township Reservation  
Attn: Donald Soctomah  
P.O. Box 301  
Princeton, Maine 04668  
207-796-2301  
Fax # 207-796-5256

*Penobscot Indian Nation*  
Richard Hamilton, Chief  
6 River Road  
Indian Island Reservation  
Old Town, Maine 04468  
(207) 827-7776  
Fax # 207-827-1137

*Maine Department of Environmental Protection  
(For State Permits and Water Quality  
Certifications)*

Natural Resources Division  
Bureau of Land and Water Quality Control  
State House Station 17  
Augusta, Maine 04333  
207-287-2111

Southern Maine Regional Office  
312 Canco Road  
Portland, Maine 04103  
201-822-6300

Eastern Maine Regional Office  
106 Hogan Road  
Bangor, Maine 04401  
207-941-4570

Northern Maine Regional Office  
1235 Central Drive  
Skyway Park  
Presque Isle, Maine 04769  
207-764-0477

*Maine Land Use Regulation Commission (LURC)  
offices*

22 State House Station  
Augusta, ME 04333-0022  
207-287-2631  
800-452-8711 (call to obtain appropriate LURC  
office)  
Fax # 207-287-7439

45 Radar Road  
Ashland, ME 04732-3600  
207-435-7963  
Fax # 207-435-7184

Lakeview Drive  
P.O. Box 1107  
Greenville, ME 04441  
207-695-2466  
Fax # 207-695-2380

191 Main Street  
East Millinocket, ME 04430  
207-746-2244  
Fax # 207-746-2243

*(For CZM Determinations)*

State Planning Office  
Coastal Program  
184 State Street  
State House Station 38  
Augusta, Maine 04333  
207-287-1009

*Maine Department of Marine Resources  
(For Aquaculture Leases)*  
McKown Point  
Boothbay Harbor, Maine 04575  
207-633-9500

*(For Submerged Lands Leases)*

Maine Department of Conservation  
Bureau of Parks and Lands  
22 State House Station  
207-287-3061

<b>A. INLAND WETLANDS (WATERS OF THE U.S.)<sup>1</sup></b>	<b>CATEGORY I</b>	<b>CATEGORY II</b>	<b>INDIVIDUAL PERMIT</b>
(a) NEW FILL/ EXCAVATION DISCHARGES	<p>Less than 4,300 sf inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>-- Includes projects covered by a State Tier One permit with no cumulative impacts over 15,000 sf in inland wetlands from previous permits, unauthorized work, and/or other state permits.</p> <p>--Includes crossing of perennial waterways designated as Essential Fish Habitat (EFH) for Atlantic salmon<sup>2</sup> if the waterway is crossed with a span and footprints of the span abutments are outside ordinary high water with no more than 4,300 sf of associated wetland impact.</p> <p>--Includes in-stream work of up to 4,300 sf of fill below ordinary high water in waterways not designated as EFH for Atlantic salmon<sup>2</sup> and performed in accordance with Maine Permit By Rule standards or a LURC permit.</p>	<p>4,300 sf to 3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback.</p> <p>--Includes in-stream work, including crossings (other than spanned crossing as described in Category I) with any discharge of fill below ordinary high water in perennial waterways designated as EFH for Atlantic salmon<sup>2</sup>.</p> <p>--Time of year restrictions determined case-by-case.</p>	<p>Greater than 3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback<sup>3</sup>.</p> <p>In-stream work exceeding Category II limits.</p> <p>If EIS required by the Corps.</p>

<sup>1</sup> Waters of the U.S. in inland rivers, streams, lakes, ponds and wetlands.

<sup>2</sup> Essential Fish Habitat for Atlantic salmon includes all aquatic habitats in the watersheds of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration: St. Croix, Boyden, Dennys, Hobart Stream, Aroostook, East Machias, Machias, Pleasant, Narraguagus, Tunk Stream, Patten Stream, Orland, Penobscot, Passagassawaukeag, Union, Ducktrap, Sheepscot, Kennebec, Androscoggin, Presumpscot, and Saco River.

The larger the impacts, the more likely an individual permit will be required. Projects involving widening, expansion or impacts to degraded or low value wetlands between 1-3 acres may be approved under Category II, subject to the Federal screening. The Corps recognizes and endorses the DEP Tier 2 upper thresholds of 1 acre. Compensatory mitigation is likely to be required at this level of impact.

	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(a) NEW FILL/ EXCAVATION DISCHARGES (continued)	<p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback.</p> <p>--In-stream work limited to July 15-Oct. 1.</p> <p>--This category excludes situations when a vernal pool of any size may be impacted, in accordance with the ME DEP definition of vernal pool<sup>4</sup>.</p> <p>--This category excludes work within ¼ mile of a Wild and Scenic River<sup>5</sup>.</p> <p>--This category excludes dams, dikes, or activities involving water withdrawal or water diversion.</p> <p>--This category excludes work in National Wildlife Refuges.</p>	Proactive restoration projects with any amount of impact can be reviewed under Category II. The Corps, in consultation with State and Federal agencies, must determine that net adverse effects are not more than minimal.	
(b) BANK STABILIZATION PROJECTS	<p>Inland bank stabilization less than 500 ft. long and less than 1 cy fill per linear foot below ordinary high water in ponds, lakes, and waterways not designated as EFH for Atlantic Salmon<sup>2</sup>, provided there is no wetland fill.</p> <p>--In-stream work limited to July 15-October 1.</p>	<p>--Inland bank stabilization in ponds, lakes, and waterways not designated as EFH for Atlantic salmon<sup>2</sup> which exceeds Category I limits.</p> <p>--Inland bank stabilization of any size below ordinary high water in waterways designed as EFH for Atlantic salmon<sup>2</sup>.</p> <p>--Other stabilization exceeding Category I.</p>	
(c) REPAIR AND MAINTENANCE OF AUTHORIZED FILLS	<p>Repair or maintenance of existing, currently serviceable, authorized fills with no substantial expansion or change in use.</p>	<p>Replacement of non-serviceable fills, or repair or maintenance of serviceable fills with expansion of any amount up to 1 acre, or with a change in use.</p>	<p>Replacement of non-serviceable fills, or repair or maintenance of serviceable fills with greater than 1 acre of expansion.</p>

<sup>4</sup> Vernal Pool: Naturally-occurring, or intentionally created for the purposes of compensatory mitigation, temporary to permanent bodies of water occurring in shallow depressions that fill during the spring and fall and may dry during the summer. Vernal pools have no permanent or viable populations of predatory fish. Vernal pools provide the primary breeding habitat for wood frogs, spotted salamanders, blue-spotted salamanders, and fairy shrimp, and provide habitat for other wildlife including several endangered and threatened species.

<sup>5</sup> National Wild/Scenic Rivers System (Designated River in Maine): Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River. Length = 92 miles

<b>B. TIDAL WATERS AND NAVIGABLE WATERS<sup>6</sup></b>	<b>CATEGORY I</b>	<b>CATEGORY II</b>	<b>INDIVIDUAL PERMIT</b>
(a) FILL		<p>Up to 1 acre waterway or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared). Includes temporary and permanent waterway fill.</p> <p>--Temporary tidal marsh impacts up to 1 acre.</p> <p>--Permanent tidal marsh, mudflat, or vegetated shallows<sup>7</sup> fill up to 1,000 sf.</p> <p>-- Proactive restoration projects with any amount of impact can be reviewed under Cat. II. The Corps, in consultation with State and Federal agencies, must determine that net adverse effects are not more than minimal.</p>	<p>Greater than 1 acre waterway fill and secondary impacts (e.g., areas drained, flooded or cleared). Includes temporary and permanent waterway fill.</p> <p>--Temporary tidal marsh impacts over 1 acre.</p> <p>--Permanent tidal marsh, mudflat, or vegetated shallows<sup>6</sup> fill over 1,000 sf.</p>
(b) REPAIR AND MAINTENANCE WORK	<p>Repair or maintenance of existing, currently serviceable, authorized structure or fill with no substantial expansion or change in use.</p> <p>--Work must be in same footprint as original structure or fill.</p>	<p>Repair or replacement of any non-serviceable structure or fill, or repair or maintenance of serviceable fills, with expansion of any amount up to 1 acre, or with a change in use.</p>	<p>Replacement of non-serviceable structures or fill or repair or maintenance of serviceable structures or fill with expansion greater than 1 acre.</p>

<sup>6</sup> Navigable Waters: waters that are subject to the ebb and flow of the tide and Federally designated navigable waters (Penobscott River to Medway, Kennebec River to Moosehead Lake, and the portion of Umbagog Lake in Maine).

<sup>7</sup> Vegetated Shallows: subtidal areas that support rooted aquatic vegetation such as eelgrass.

	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(c) DREDGING	<p>Maintenance dredging of less than 1,000 cy with upland disposal.</p> <p>--Proper siltation controls used</p> <p>--Limited to work between November 1 and January 15</p> <p>--No impact to special aquatic sites<sup>8</sup>.</p>	<p>Maintenance dredging of greater than 1,000 cy, new dredging of up to 25,000 cy, or projects that do not meet Category I. Disposal includes upland, open water or beach nourishment (above mean high water), only if material is determined suitable.</p>	<p>Maintenance dredging (any amount) in or affecting special aquatic sites<sup>7</sup>.</p> <p>See B(a) above for dredge disposal in wetlands or waters.</p> <p>New dredging greater than 25,000 cy or any amount in or affecting special aquatic sites<sup>7</sup>.</p>
(d) MOORINGS	<p>--Private, non-commercial, non-rental single boat moorings not associated with any boating facility<sup>9</sup> provided not located in a Federal Navigation Project, there is no interference with navigation, it is not located in vegetated shallows<sup>6</sup>, and it is within ¼ mile of the owner's residence or a public access point<sup>10</sup>.</p> <p>--Minor relocation of previously authorized moorings and moored floats consistent with Harbormaster recommendations, provided it is also consistent with local regulations, is not located in vegetated shallows, and does not interfere with navigation.</p>	<p>Moorings that do not meet the terms of Category I (e.g., rental or service moorings) and moorings that meet the terms of Category I that are located in a Federal anchorage.</p>	<p>Moorings within the horizontal limits, or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project, except those in Federal anchorages under Category II.</p>

<sup>8</sup> Special Aquatic Sites: include wetlands and salt marsh, mudflats, riffles and pools, and vegetated shallows.

<sup>9</sup> Boating Facilities: facilities that provide, rent, or sell mooring space, such as marinas, yacht, clubs, boat clubs, boat yards, town facilities, dockominiums, etc.

<sup>10</sup> Cannot be at a remote location to create a convenient transient anchorage.

	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(e) PILE-SUPPORTED STRUCTURES AND FLOATS	Reconfiguration of existing authorized docks, provided structures are not positioned over vegetated shallows <sup>6</sup> or salt marsh and provided floats are supported off substrate at low tide. No dredging, additional slips or expansion allowed.	Private piers and floats for navigational access to waterway (seasonal and permanent).	Structures, piers or floats that extend, or with docked/moored vessels that extend, into the horizontal limits of a Federal Navigation Project. Structures, including piers and floats, associated with a new or previously unauthorized boating facility <sup>8</sup> .
(f) MISCELLANEOUS	<p>--Temporary buoys, markers, floats, etc., for recreational use during specific events, provided they are removed within 30 days after use is discontinued.</p> <p>--Coast Guard approved aids to navigation.</p> <p>--Oil spill clean-up temporary structures or fill.</p> <p>--Fish/wildlife harvesting structures/fill (as defined by 33 CFR 330, App. A-4)</p> <p>--Scientific measurement devices and survey activities such as exploratory drilling, surveying or sampling.</p> <p>--Shellfish seeding (brushing the flats) projects<sup>11</sup></p> <p>--Does <u>not</u> include oil or gas exploration and fills for roads or construction pads.</p> <p>--This category excludes work in National Wildlife Refuges.</p>	<p>--Structures or work in or affecting tidal or navigable waters that are not defined under any of the previous headings. Includes, but is not limited to, utility lines, aerial transmission lines, pipelines, outfalls, boat ramps, bridge fills/abutments, etc.</p> <p>--Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities which are consistent with the Corps revised standard siting requirements and standard permit conditions dated 7/6/94, or as revised.</p>	If EIS required by Corps.

<sup>11</sup> Brushing the flats: the placement of tree boughs, wooden lath structures, or small-mesh fencing on mudflats for the purpose of enhancing recruitment of soft-shell clams (*Mya arenaria*).

# WORK START NOTIFICATION FORM

(Minimum Notice: Two Weeks before Work Begins)

**MAIL TO:** U.S. Army Corps of Engineers, New England District  
Regulatory Branch  
Policy Analysis/Technical Support Section  
696 Virginia Road  
Concord, Massachusetts 01742-2751

A Corps of Engineers Permit (No. \_\_\_\_\_) was issued to the permittee. The permit authorized the permittee to \_\_\_\_\_  
\_\_\_\_\_

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

*PLEASE PRINT OR TYPE*

**Name of Person/Firm:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** (\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

**Proposed Work Dates:** Start: \_\_\_\_\_ Finish: \_\_\_\_\_

**PERMITTEE'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

FOR USE BY THE CORPS OF ENGINEERS

PM: \_\_\_\_\_ Submittals Required: \_\_\_\_\_  
\_\_\_\_\_

Inspection Recommendation: \_\_\_\_\_  
\_\_\_\_\_

**MITIGATION WORK-START NOTIFICATION FORM**  
**(Minimum Notice: Two Weeks Before Mitigation Work Begins)**

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MAIL TO: U.S Army Corps of Engineers, New England District  
Regulatory Branch  
Policy Analysis/Technical Support Section  
696 Virginia Road  
Concord, Massachusetts 01742-2751

\*\*\*\*\*

Corps of Engineers Permit No. ( ) was issued to **[insert name of permittee]**. The permit authorized the permittee to **[insert brief description of the authorized work and location]**.

The permit required compensatory mitigation. **[Briefly describe the requirements, including, if applicable, submitting a final mitigation plan and monitoring reports.]**

Those listed below will do the mitigation, including monitoring and remediation if required. They understand the requirements of the permit and the mitigation and monitoring plan.

*PLEASE PRINT OR TYPE*

**Environmental**  
*Consultant/Scientist*

**Mitigation**  
*Contractor*

*Name of Person/Firm:* \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

**Proposed Mitigation Work Dates:** Start \_\_\_\_\_ Finish \_\_\_\_\_

**PERMITTEE'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Corps PMs:** \_\_\_\_\_